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Current Topics.

The Vice-Chancellor of the County Palatine.

WE REGRET to learn that Sir SAMUEL HALL, the Vice-Chancellor of the County Palatine of Lancaster, is seriously ill, and is not likely to sit again until next term.

Taxation of Foreigners by the Government of the Channel Islands.

A CORRESPONDENT of the *Times* complains that the States of Guernsey have recently placed a tax of more than 7 per cent. on the dividends of a public company formed in Guernsey which are received by shareholders not resident in the Channel Islands. He says that no other instance of such a tax can be found in our colonies or in foreign States; that the Government of Great Britain would never impose such a tax on foreigners or persons resident in the colonies; and he asks whether the Crown has the power of vetoing such a law? Although the exact limit of the legislative power of the States of Jersey and Guernsey is not clearly defined, we think it may be assumed that the Crown has the power to refuse its sanction to the foregoing law, but in the case of colonies having a responsible government, the right of veto is very sparingly exercised. The fiscal policy of these colonies is vested in the local Legislature, and however much our Government may regret the tendency of their tariffs or differential duties, it refrains from interfering with them, and we know of nothing in the peculiar constitution of the Channel Islands which should deprive them of privileges enjoyed by our more remote dependencies.

The Late Mr. John Morris.

ONLY THREE months or so ago we recorded a large assemblage of friends and old clients at the Hotel Metropole to witness a presentation to Mr. JOHN MORRIS, the late senior partner in the firm of Messrs. ASHURST, MORRIS, CRISP, & Co., solicitors, and Mrs. MORRIS, in celebration of their golden wedding. These ceremonies are unhappily but too often a forerunner of death, and so it has proved in the case of Mr. MORRIS. He died very suddenly on Wednesday last, at the age of eighty-two years. We understand that he was at the offices of the firm on the day before his death. Mr. MORRIS was a West Countryman. He was articled to the late Mr. ASHURST, and was admitted a solicitor in 1851. Three years afterwards he became a partner with Mr. ASHURST and his son. On the passing of the Companies Act, 1862, Mr. MORRIS became actively engaged in company business of all kinds, not only under that Act, but in connection with railway companies. When the Albert Life Office failed in 1869, he succeeded in getting passed the Act referring the winding up to Lord CAIRNS. Lord DAVEY once asked who drafted the Act, and was informed that Mr. MORRIS had prepared in one night its one comprehensive clause as it stands in the Act. Mr. MORRIS was in many ways a remarkable man. He was not only a skilled adviser who inspired the esteem and confidence of his clients, but also a man of far-seeing shrewdness, and no little administrative ability.

The London Agent's Lien.

AN INTERESTING decision upon the extent to which a town agent can exercise his lien on documents for his costs in respect of work done for a country solicitor has been given by JYCK, J., in *Re Jones and Roberts* (reported elsewhere). The rule that

such a lien exists was established by *Ward v. Hopple* (15 Ves. 297); and in *Lawrence v. Fletcher* (12 Ch. D. 858) FRY, J., pointed out the distinction between the extent of the lien as against the country solicitor and as against the client. As between the country solicitor and the town agent, the lien of the latter extends to all costs for all agency business and disbursements due to him from the former; but as between the client and the agent the lien of the agent only extends to the costs of the client's business. In the present case of *Re Jones and Roberts* the country solicitor had become bankrupt, and the client had obtained an order to tax his bill. Upon the application for this order the London agent acted for the client, and the order directed that the client and the trustee in bankruptcy of the country solicitor should produce all documents before the taxing-master. The client subsequently changed his solicitor, and the London agent then refused to deliver up the documents in his possession, and claimed a lien on them, not only for the proportion of the bill which was due to him as agent, but also for all costs due to him from the country solicitor. The rule appears to shew that the lien goes to this extent. It is limited, indeed, so far as the client is concerned, to the amount due from him to the country solicitor, but, subject to this limitation, it extends to all costs due from the country solicitor to the London agent. An attempt was made to argue that the London agent, by insisting on his lien, was embarrassing proceedings taken by a third party, and so to obtain the benefit of the decision in *Re Hawkes* (1898, 2 Ch. 1). Solicitors, it was there said, are not allowed to render the proceedings abortive by refusing to produce documents in their possession which are wanted by other persons than their own clients, and which other persons have a right to see. But the client in the present case was not entitled to rank as a third party for the purpose of this rule, and the learned judge held also that the London agent had not waived his lien by acting for the client in the application for taxation. He refused, therefore, to order the London agent to produce the documents for the purpose of the taxation.

A Technical Stamp Objection.

THE TECHNICALITY which inevitably attaches to a stamp objection seems to have been carried to a point of extreme refinement by the judge of the Pontefract County Court. An agreement, to which twelve halfpenny adhesive stamps were affixed, was tendered in evidence, but it was objected that the document was not admissible on the somewhat unusual ground that the stamps had been cancelled by the last signatory, and not, as required by section 22 of the Stamp Act, 1891, by the person by whom the agreement was first executed. A certificate was produced from the Inland Revenue authorities that the document was sufficiently stamped so far as they were concerned. But the judge held that it was not a question of the actual sufficiency of the stamp duty, the point being whether the document was legally admissible in evidence. He decided, therefore, as a matter of law, that it was not admissible, and the case was adjourned *sine die*. We are informed by the counsel who appeared in the case that the stamps were, in point of fact, affixed after execution by the first party, but before signature by the others. Section 8 (1) of the Stamp Act, 1891, provides that "an instrument, the duty upon which is required or permitted by law to be denoted by an adhesive stamp, is not to be deemed duly stamped with an adhesive stamp, unless the person required by law to cancel the adhesive stamp cancels the same" in the manner therein indicated, "or unless it is otherwise proved that the stamp appearing on the instrument was affixed thereto at the proper time." It appears to have been held in this case that the "proper time" was before execution by the first signatory, and no doubt that is the strict construction of the Act. But the object of the Stamp Acts is to prevent fraud on the Government, and here there was no possible opening for fraud of any sort. Moreover, the Inland Revenue authorities had adjudicated the document and declared it duly stamped, so that, having regard to section 12 of the Act of 1891, we should hardly have thought it competent for the judge to go behind the adjudication unless he considered that such adjudication purported to authorize the stamping of the document after execution. In any event such an extreme technicality involves great hardship on an unfortunate plaintiff, who was neither responsible for the improper stamping, nor, under the circumstances, able to prevent it.

Retrospective Operation of Statutes.

SECTION 5 of the Criminal Law Amendment Act, 1885, makes it a misdemeanour to have unlawful connection with a girl above thirteen, but under sixteen, years of age. It is, however, provided that no prosecution for the offence shall be commenced more than three months after the commission of the offence. This period of limitation was altered by section 27 of the Prevention of Cruelty to Children Act, 1904, from three months to six months. The last-mentioned Act came into operation on the 1st of October, 1904. As might have been foreseen (and, we should have thought, provided for), the question has been raised how far the alteration of the period of limitation is retrospective. The question has been raised by way of defence in several cases during the present assizes; and in four prosecutions the judge stated a case for the opinion of the Court for the Consideration of Crown Cases Reserved. These cases were argued last Saturday. In the first case, *Rez v. Dharma*, the offence was committed on the 15th of July, 1904. Therefore, when the Act came into force, he might still have been prosecuted under the old law. He was not charged, however, until the 27th of December, a date within the six months' limit, but beyond the three months' limit. He was tried and convicted, and the case stated raised the question whether the conviction could stand, or whether the prisoner was entitled to the benefit of the period of limitation existing when he committed the offence. Now, it is to be noticed that the new statutory provision does not create any new offence, or impose any fresh penalty. It cannot, therefore, be said to be a penal provision, or within the rule that such provisions should be interpreted favourably to an accused person if there are two reasonable constructions. If the three months had expired just before the Act came into operation, no doubt a person could not be again put in peril, having once passed safely through the time of limitation according to the existing law. The prisoner in the present case had, however, never reached the point of safety before that point was moved on. Now, it seems well established that alterations made by statute in matters merely of procedure are retrospective. The time within which a proceeding must be taken is surely a matter of procedure. It does not in any way affect the nature of the offence, or the punishment, or any other legal incident. On such grounds the court decided that the provision was retrospective, and affirmed the conviction. The other cases involved the same question, and, therefore, all four convictions were affirmed.

The Civil Judicial Statistics.

WE REFERRED shortly last week to the Civil Judicial Statistics for 1903, which have recently been issued under the editorship of Sir JOHN MACDONELL. The preface which the editor contributes deals with the business of the courts in 1903, and also reviews the business of the last ten years, during which the new system of recording the statistics has been in operation. As usual, the totals which are given consist in the main of county court proceedings. The total proceedings begun in 1903 were 1,458,450, and the proceedings heard were 487,106; but of these figures respectively 1,342,911 and 479,767 represent county court business. Putting the county courts aside, the litigious business of the country assumes more modest dimensions. The Privy Council shewed a substantial increase, 118 appeals being entered as against 85 in 1902, and the causes disposed of were respectively 87 and 71 in the two years. The House of Lords shewed a decrease in appeals entered, 80 in 1903 and 96 in 1902, and an increase in appeals decided, 58 as against 49. It is a singular fact that the average cost of appeals to the Privy Council is much less than of those to the House of Lords, and the reduction on taxation is also proportionately less. Thus in Privy Council appeals the average amount of the bill was £292, and the average amount allowed was £259. In the House of Lords the corresponding figures were £520 and £337. The Court of Appeal shewed a slight decrease in final appeals entered, 469 as against 480, but there was a considerable increase in final appeals disposed of—namely, 616 as against 545. In the High Court the business shewed no great variation. In the Chancery Division, 7,712 proceedings were begun and 848 determined in 1903, as against 7,588 and 838 in 1902; at least these are the figures given in the general summary, though they do not seem to

tally with the figures in the detailed tables. It will be interesting in a future volume of the statistics to see the figures for the present year when the business of the Chancery Division appears to be on the verge of extinction. The King's Bench Division had 73,621 matters begun in 1903 and 3,330 determined. These were very similar to the figures in 1902. The Probate and Admiralty actions shewed an increase; the Divorce suits an appreciable decline. It is noteworthy that out of the large number of proceedings in county courts a considerably higher proportion go to trial in some form than in the King's Bench Division. As already stated, out of the 1,342,911 actions already referred to, no less than 479,767 were determined. Of these only 934 were tried before juries, the smallest number recorded for many years. The number of judgment debtors committed to prison was also a record, but unfortunately the other way—10,544, the largest number since the passing of the Debtors Act, 1869.

Ten Years of Litigation.

IN THE review which Sir JOHN MACDONELL gives of the business of the courts during the ten years ending with 1903, the figures are again swamped by the inclusion of the totals of county court proceedings. Thus we read that in the total business of all courts there was an increase during the ten years, both absolutely and relatively to population. But this is followed by the more significant statement that in the High Court there was a distinct decrease in proceedings begun, both absolutely and relatively to population. An interesting diagram shews the relation between the total of civil proceedings and the total of indictable offences during the ten years. The lines which represent these move with singular uniformity in the same direction, and it appears that civil disputes and prosecutions for larceny and offences against property rise and fall in volume together. The most flourishing branch of the superior courts appears to be the Court of Appeal, where there has been an appreciable increase of business; but the reversals in the last five years have been no more than 25·84 per cent., so that the chances are strongly against appellants. In the Chancery Division the figures shewing actions set down and actions heard give an indication of the speedier trial of actions which has of late years marked the division. The figures generally point to a slight decline in most parts of the business of the division, though there has been an increase in the trial of actions. As we have already remarked, these figures require to be brought up to date to shew the present remarkable condition of affairs. The King's Bench Division, according to Sir JOHN MACDONELL, is not more encouraging. "On the whole," he says, "the returns are indicative of a stationary condition of things, with a tendency to shrinkage." It seems that the percentage of appearances entered to writs of summons is distinctly higher than it was twenty years ago. From which Sir JOHN considers it may fairly be assumed that a larger proportion of the actions which come into court turn on real disputes. It is not surprising to read that the figures as to business on circuit shew it to be stationary, with a tendency to diminish. The only encouraging fact from the litigious point of view is the great expansion of county court business. "It is the chief feature of these returns, and it has been almost continuous throughout the decade; only in three years was there a decrease." The review concludes with a summary of the chief results, of which the last point noted is: "The fact most conspicuous is a slight shrinkage of the business of the High Court with an expansion of that of the county courts." It will be interesting to watch how far the present increased jurisdiction of the latter courts will accelerate this tendency.

The Summing Up by the Presiding Judge at a Trial.

WE HAVE long been accustomed to consider the summing up by the presiding judge an essential part of the procedure in a trial in the Crown Court or at *Nisi Prius*. This summing up, which is generally a compendious restatement of the evidence, with an explanation of the main questions to be determined, and of the law applicable to the case, must be, one would think, of great assistance to a jury who take no notes, and have probably overlooked or forgotten a material part of the testimony

of the witnesses. The practice of summing up the case at a trial before a jury has been more or less imitated by chairmen at public meetings, who summarize the speeches which have been delivered, and there appears to be no likelihood of its being abandoned in this country. But the practice of other nations is different. In France, a law of June, 1881, amending article 336 of the Code of Criminal Procedure, has abolished the summing up by the president in the Court of Assizes, the only court in which cases are tried by a jury. The ground of this legislation was that the summing up was useless and dangerous, inasmuch as it interfered with the right of the accused person to have the last word. With regard to the United States, it appears that in some of the States the jury are constituted judges of the law as well as of the facts in criminal cases, an arrangement which assimilates the duties of the judge to those of the moderator of a town meeting or of the preceptor of a class of law students. In several of the States the judge is not bound to sum up the facts, and there appears to be much jealousy of any proceeding on his part which may be thought to invade the province of the jury. Even in England judges have differed widely as to the proper length of a summing up. In a case tried before CRESSWELL, J., which lasted several days, and in which the question was whether the testator was of sound and disposing mind, memory, and understanding, the learned judge, after explaining the nature of the inquiry, told the jury that it was unnecessary for him to sum up the evidence as it had been fully discussed in the speeches of counsel. This case may be contrasted with the summing up of COCKBURN, C.J., in *Reg. v. Tichborne*, which lasted eighteen clear court days.

Ejection from Premises Belonging to a School.

A STATEMENT in the newspapers that the schoolmistress of a village in Nottinghamshire, having been dismissed from her post, had refused to give up possession of the schoolhouse, and that proceedings before justices had been taken to recover possession, may appear to some persons as a good illustration of the maxim that "possession is nine points of the law." But the maxim is mainly concerned with the doctrine that the person in possession of immovable property is protected against all the world unless there is some other person who can shew that he has a better title, and cannot be taken to refer to cases where the occupier of premises refuses to withdraw from them though required by the owner to do so. Where a schoolmaster, after ceasing to hold office, refuses to give up possession of premises belonging to a school, the common law gives two remedies to the trustees or managers of the school. They may bring an ejection in the superior courts or turn out the refractory officer like an ordinary trespasser. The way of any one who has to turn out a trespasser is rather hard. The common law permits him to gently lay his hands upon the trespasser, and gently pull, thrust, push, and drag him about, for the purpose of removing him, doing no unnecessary violence. In exercising these privileges it is likely enough that he will expose himself to an action for assault. The keepers of inns and hotels have much experience of this sort of action. The Legislature has indeed passed Acts enabling tenements wrongfully held over to be recovered by proceedings in the county courts or before justices. But these Acts apply only to tenants, and where the occupation of a building is in part performance of official duty or service it is not an occupation as tenant. Masters and mistresses of schools who have been dismissed or have ceased to be schoolmasters or schoolmistresses seem for many years past to have had a tendency to hold over premises belonging to the school. It became necessary to resort to special legislation. By 3 & 4 Vict. c. 77, s. 19, and 4 & 5 Vict. c. 38, s. 18, the trustees or managers of a school are empowered to recover in a summary manner by proceedings before justices possession of premises belonging to the school which may be held over by a master or mistress after dismissal or ceasing to hold office. How soon it may be necessary to amend or supplement these provisions it would be hard to predict.

Stockbrokers and Double Commissions.

A CONTROVERSY between brokers and jobbers on the London Stock Exchange appears to have arisen from a complaint by the jobbers that the brokers often fail to execute the orders of their

principals through the medium of a jobber, and effect sales and purchases through finance agents and other persons who are not members of the Stock Exchange, and from whom they receive a second commission. The answer of the brokers to this complaint is that there is nothing in the Stock Exchange Rules which prohibits them from receiving a second commission, and that investors or sellers sustain no inconvenience from the existence of double commissions. It will be difficult to persuade a lawyer that a stockbroker, who is bound to make the best bargain he can for his principal, will act with due zeal and vigilance on his behalf when he receives a commission from the other party to the contract. And although there are but few cases in the law reports relating to double commissions, yet, so far as they go, they establish the principle that a person who transacts business for another is not entitled to receive anything in the nature of a present or allowance without the full knowledge of the principal that he is so acting. It may be said that no objection is made in several branches of the business to the existence of double commissions. This may be true, and we can only express our surprise that merchants should acquiesce in a practice which, in the most favourable circumstances, converts the agent into an arbitrator between two opposite interests.

Hoarded Money a Temptation to Murder.

A PERUSAL of some French newspapers has led us to the conclusion that the crime of murder is more prevalent in France than in this country. It may be that this difference is due in part to the racial characteristics of the two nations or to the superior efficiency of the English police, but we have been struck by the fact that in a large proportion of the cases chronicled in the French press the murder was committed in aid and furtherance of robbery, and this leads us to consider whether the habits of the French people with regard to the custody of their money do not increase the ordinary temptations to crime. Englishmen have long ceased to hoard their savings. They get their bankers to take care of their spare money, and they make their payments by cheques, instead of by gold or banknotes. In France people do not like to let their money go out of their sight. They store it in a *casse* at their houses or hide it in secret drawers or boxes. Payments are made by banknotes. In many French country towns there is no such system of banking as ours and cheque-books are unknown. We think that there can be little doubt that our banking system has diminished the profits of highway robbers, and it may well be that a further change in our course of business may be a greater obstacle to malefactors than locks or strong rooms. The wish of French people to keep their money before their eyes will pass away when they gradually discover the advantages of the system adopted by their neighbours on the other side of the channel.

The Right to a Pearl Found in an Oyster.

THE NEWSPAPERS furnish us with a report (as to the accuracy of which we have a strong doubt) of a case pending before the courts of Hamburg. A man dining in a restaurant found in one of the oysters placed before him a pearl of considerable value. He took this pearl to a jeweller, who was willing to buy it from him at the price of £150. The proprietor of the restaurant, having been informed of the transaction, laid claim to the pearl, and contended that he had sold only the eatable part of the oyster to his customer. The question to be tried is the property in the pearl. Assuming that any such question has been raised, we cannot imagine any ground on which the proprietor of the restaurant could hope to succeed. He and the rest of the world were wholly ignorant of the existence of the pearl, and he sold the oyster *tale quale* to his customer. It is not like the case of *Merry v. Green* (7 M. & W. 623), where a man bought a bureau at a public auction and found in a secret drawer a purse containing money. In that case the purchaser who appropriated the purse might be held guilty of larceny, but no one could say that there was larceny of the pearl. We cannot distinguish the case from that of the man who buys a piece of waste ground for a small sum and discovers under it a valuable coal-mine of which the vendor had no knowledge. The argument of the restaurant keeper reminds us of the story told by DEMOSTHENES of the owner of an ass who let it out to hire, and when the hirer proposed to seat himself in the shadow of the animal so as to

escape the rays of the sun, insisted that the use of the animal's shadow was not part of the bargain.

Proof of Death in Claims Under Life Policies.

IT IS STATED that in the case of a young nobleman who recently died abroad, and whose life was heavily insured, the insurance companies insisted upon strict proof of his death, and sent representatives to await the arrival of the body in London, when witnesses might give satisfactory proof of its identity. The usual proof of death varies with the importance of the case. The most satisfactory proof is, of course, the testimony of those who were present at the death of the person deceased, or who, having known him when living, saw and recognized his body after death. But in civil cases (such as claims under a policy of assurance), indirect evidence, including certified copies of registers of deaths or burials and grants of probate, are accepted as sufficient proof, the identity being inferred *prima facie* from the correspondence in the name and description. The increase, as time advances, in our communications with every part of the globe will make it so difficult for any one to feign death and to conceal the fact that he is alive, that death, like any other fact, will usually be proved by a mere preponderance of evidence. A statement by a man's friends that he is dead, and a notice of his death in the columns of one or more newspapers, would be accepted as sufficient proof by the community at large.

Fraud on the Advocates of Zurich.

WE HEAR that the bar of Zurich, in Switzerland, have just been the victims of an impudent fraud. A man of evil repute in the Canton of Saint Gall visited in succession a number of the leading advocates in the city, asking each of them to act for him in the recovery of property to which he was entitled by inheritance. In any case where his proposition was entertained, he asked for a small advance in money. Of twenty-two advocates whom he consulted, twelve paid him small sums, and ten merely gave him advice. But a twenty-third advocate to whom he applied made inquiries, which resulted in the arrest of the impostor. The advocates of Switzerland, as is the case throughout the Continent, communicate directly with their clients without the assistance of a body of gentlemen possessing the experience and knowledge of business of English solicitors. We are disposed to think that a similar fraud could not be successfully practised in this country.

The Remoteness of Contingent Remainders.

I.

Preliminary.—In order to understand the doctrine of remoteness, or, as it is sometimes called, the rule as to perpetuities, it is necessary to understand what is meant by "a condition," "a vested estate," and "a contingent estate." Judging from the reported cases, most of the difficulties that have arisen on this branch of the law have arisen from not realizing the meaning of a "condition." As an example of this, see the definition of "condition" in Sheppard's Touchstone, p. 117, and the comments on it made by Mr. PRESTON.

Conditions.—Where there are two events, A and B, and event A is of such a nature that it is uncertain whether it will or will not happen, and event B is to happen if, and only if, event A happens, A is called a "condition"—if, for example, a man says to another, "I will go for a walk with you to-morrow if it is fine." It is uncertain whether the weather will be fine or not. The walk is not to be taken unless the weather is fine, and, therefore, the fact of the weather being fine is a condition. Again, if two people agree to walk from London to Wimbledon, and it is agreed that if it comes on to rain they shall turn back, the coming on to rain is uncertain, and is therefore a condition. In fact, as a general rule, where something is to be done if something else, which may or may not happen, happens, the happening of the latter event is a condition. It should be remembered that the non-occurrence of an uncertain event may equally be a condition. For example, suppose that a testator

gives a legacy to A. "if she shall not have married B. in my lifetime," in this case the condition is not having married. It is uncertain whether the legatee will marry B. in the testator's lifetime, and it is on the non-occurrence of this event that the legacy is to become due.

Conditions are divided into conditions "precedent" and conditions "subsequent." A condition precedent is one which must occur in order to allow an estate or interest in property to arise. A testator gives a legacy to B. "if he attains twenty-one." Here the attaining twenty-one, which is an uncertain event, must occur in order to enable the legatee to become entitled to his legacy, and it is a condition precedent. On the other hand, a condition subsequent is one on the occurrence of which an estate or interest in property is taken away. If a testator give an immediate legacy to A., with a gift over if he dies under twenty-one, death under twenty-one is uncertain; if it occurs the legacy is taken away, and death under twenty-one is a condition subsequent.

It should perhaps be noticed that, although the time of death is proverbially uncertain, it is certain that it will occur at some time or another, and that, therefore, where property is given to A. "if" or "when" B. dies, A.'s interest is not subject to a condition.

Vested and Contingent Interests.—The word "vest" is a term of feudal law, and originally appears to have been applied only to estates in land. When we say that a man has a vested estate in land, we mean that he is the owner of that estate. Thus, when we say that a man has a vested estate for life, in tail, or in fee simple, we mean that he owns that estate. In these cases the estate is in possession, *i.e.*, he has present rights both of ownership and of enjoyment. But a man may have a present right of ownership though his right of enjoyment may be postponed. If, for example, the limitations be to A. for life, with remainder to B. in tail, with remainder to C. in fee; each of A., B., and C. is the owner of an estate in the land, and, therefore, his estate is vested, though the enjoyment of the estates of B. and C. is postponed till the determination of the preceding estates.

But a future estate may be limited so as not to take effect until a condition is performed. As, for example, where the limitation is to "A. for life with remainder to his child who shall first attain the age of twenty-one years." In this case, if all the children of A. are under twenty-one, or if no child is born, no child of A. has the ownership of the land, or, in other words, no child has a vested estate in the land, and a child will not acquire a vested interest until he attains twenty-one, an event which may or may not happen—that is to say, the attaining of twenty-one is a condition precedent to his acquiring ownership of the estate. If a child attains twenty-one, the condition is performed and he acquires a vested estate in remainder. Where land is limited to persons in succession, each estate which precedes a remainder is called a "particular" estate, and where the estate of the remainderman is subject to a condition precedent, it is called a "contingent" remainder.

Owing to the rule of law that the lord is always entitled to have a tenant, or, as it is sometimes stated, that the freehold cannot be in abeyance, if the condition on which the remainder depends is not performed during the existence of, or, at latest, at the instant of the determination of, the preceding estate, the remainder can never take effect. It should, however, be observed that where the limitations are equitable, the rule does not apply, as the trustee or mortgagee, in whom the legal estate is vested, is the tenant; hence the freehold is not an abeyance, an observation which is of great importance in questions as to remoteness.

The reader may perhaps object that, as it is impossible to say whether the heirs of the body of a donee in tail will ever fail, their failure is a condition precedent to any remainder after the estate tail, and that therefore such a remainder is contingent. But this is not the case; the remainder is vested. Subject to this case, which may be regarded as exceptional, every estate or interest in property which is subject to a condition precedent is contingent, and where it is not so subject it is vested. For example, suppose personal property to be held on trust for A. for life, with remainder to B., the interest of B. is vested, but if the remainder were "for B. if he attains twenty-one" it would be contingent till he attained that age.

Although, as a general rule, where a remainder depends upon the determination of the preceding estate by a condition, the remainder is contingent, falling within the first class of contingent remainders according to Fearnes' division, yet there are two exceptional cases where this is not the case. Sometimes there is a limitation to A. till marriage or till bankruptcy, with remainder to B. The limitation may be to A. so long as she shall remain the testator's widow, or to A. for her life if she shall so long remain a widow, and if she shall marry, to B. in fee. It appears as if the limitation to B. were contingent, but this is not the case; the courts consider that this is a mere inaccuracy of expression, and that B. is intended to take whether A.'s estate determines by her marriage or bankruptcy. The case would be the same if the limitation were "to A. till she shall marry" or "to A. till he shall become a bankrupt." The other exception is the estate which was formerly limited to trustees to preserve contingent remainders. In cases of this nature the limitations were to A. for life, and after the determination of that estate by forfeiture or otherwise in his lifetime, to the use of B. and his heirs during the life of A., in trust for A. and to preserve the contingent remainders; and after the death of A. to his first and other sons in tail. Here the particular estate may determine either by the death of A. or by his forfeiting his estate, and the estate of B. is only to arise if the forfeiture takes place—*i.e.*, on the performance of a condition. But it has been decided, for reasons unnecessary to be discussed here, that B.'s remainder is vested: *Smith v. Dormer v. Parkhurst* (4 Bro. P. C. 352).

Meaning of "Perpetuity."—There is an ambiguity in the word "perpetuity" as used by lawyers. Originally it was used in the meaning of an inalienable, indestructible interest: see *Gray on Perpetuities*, s. 140. For instance, a condition not to suffer a recovery of an estate tail was held to be bad as tending to a perpetuity: *Corbet's case* (1 Rep. 77b), *Sir A. Mildmay's case* (6 Rep. 40a). At the present day, the phrase is used to mean a future contingent interest, which will not necessarily vest within the period allowed by law. The former meaning of the word has left many traces in our law, and has, till recent times, been the source of erroneous decisions. As late as 1879 *Fay, J.*, said: "The rule" [against perpetuities] "is aimed at preventing the suspension of the power of dealing with property—the alienation of land or other property. But when there is a present right of that sort, although its exercise may be dependent upon a future contingency, and the right is vested in an ascertained person or persons, that person or persons, concurring with the person who is subject to the right, can make a perfectly good title to the property": *Birmingham Canal Co. v. Cartwright* (11 Ch. D., at p. 433). But this view was decided to be erroneous by the Court of Appeal in *London and South-Western Railway Co. v. Gomm* (20 Ch. D. 562), and it is now settled law that a limitation or trust affecting property may be void for perpetuity although ascertained persons can sell the property and make a good title to the proceeds: *Re Hargreaves* (43 Ch. D. 401).

"Void for Remoteness."—A contingent limitation or trust which is invalid because it will not necessarily vest within the period allowed by law, is said to be void for remoteness.

Rule Stated.—It is a rule of law that—

No interest in property subject to a condition precedent is valid unless the condition must be fulfilled, if at all, within twenty-one years after some life in being at the creation of the interest.

The more usual form in which the rule is stated is—

Where the vesting of any interest in property, whether legal or equitable, is postponed for a period exceeding a life or lives in being at the date of the interest creating it, or, where the disposition is a will, at the death of the testator, and twenty-one years after the expiration of such life or lives, such interest is void: *Cadell v. Palmer* (7 Bl. N. S. 202, 1 Cl. & Fin. 372), and the notes on that case in *Tud. L. C. R. P.*; *Challis R. P.* 168.

A child in *utero sa mere* is, for the purpose of the rule, considered to be in existence: *Long v. Blackall* (7 T. R. 100), *Re Wilmer* (1903, 2 Ch. 411).

To take some simple examples. A railway company sold land to A., who covenanted with the company that he, his heirs or assigns, would at any time thereafter, at the request of the

company and on receiving £100, reconvey the land to the company. It will be observed that the covenant passed an equitable interest in the land to the company, to arise on notice being given and payment made. It was uncertain whether these events would ever occur, so that the interest of the company was contingent—i.e., was subject to a condition precedent—and it is obvious that they might occur at any distance of time; it was, therefore, held that the provision in favour of the company was void for remoteness: *London and South-Western Railway Co. v. Gomm* (20 Ch. D. 562). Again, suppose that the equitable limitation or trust is for A., a bachelor, for life, with remainder to any woman whom he may marry for life, with remainder to the children of A. who may be living at the death of the survivor of A. and his wife. Here the interest of the children is contingent on their being alive at a time which will, if the wife is the survivor, be at her death—i.e., on the death of a person who was not necessarily in *esse* at the date of the testator's death, and is therefore void for remoteness: *Re Harvey* (39 Ch. D. 289).

Rule as to Perpetuities is a Rule of Law.—It must be remembered that the rule is a rule of law, not of construction; and, accordingly, that an instrument must be construed as if the rule did not exist (*Dungannon v. Smith*, 12 Cl. & Fin. 546, at pp. 578, 588, and 599; *Heasman v. Pearce*, L. R. 7 Ch. 275; *Pearks v. Moseley*, 5 App. Cas. 714), though in dealing with ambiguous language weight may be given to the consideration that it is better to effectuate than to destroy the intention: *per SELBORNE, L.C.*, in *Pearks v. Moseley* (5 App. Cas., at p. 719); see also *Martelli v. Holloway* (L. R. 5 H. L. 532), Co. Lit. 42a, 183a.

Doctrine of Cy-près.—There is, however, one case, called the doctrine of *cy-près*, which applies to devises only, in which the remoteness is allowed to affect the interpretation of an ambiguous gift. Where land is devised to an unborn person for life, with remainder to his children in tail, either successively or as tenants in common, with cross remainders (*Vanderplank v. King*, 3 Hare 1), that person takes an estate tail, and where the remainders to the children are in tail male, that person takes an estate in tail male. The doctrine will not be applied where the result would be to admit a person to whom no interest is given by the will (*Re Mortimer, Gray v. Gray*, 1905, W. N. 47), as, for example, where the remainder is to the children of the unborn person in fee, he cannot take an estate in fee under this doctrine, as that would admit his collateral heirs: *Hale v. Pew* (25 Beav. 335). In like manner, if the remainder is to the eldest son in tail male, the first taker cannot take an estate in tail male under this doctrine, as doing so would admit his younger sons: *Monypenny v. Dering* (2 D. M. & G. 145). Where land is devised to a class of persons, with remainder, as to the share of each member of the class, to his children in tail, and some of the class are born and some unborn in the lifetime of the testator, the rule of *cy-près* will be applied to the shares of the latter only: *Vanderplank v. King* (3 Hare 1).

H. W. E.

(To be continued.)

County Court Judges' Notes.

THE growing importance of the county courts, as tribunals of first instance, due to the largely increased jurisdiction conferred upon them, from time to time, by various statutes, and notably by the County Courts Act, 1903, renders it most desirable that appeals therefrom to the High Court should be rendered as far as possible free from technical difficulties and restraints, harassing to suitors, and detrimental to the due administration of justice. With this object, the whole subject of judges' notes in county court cases really requires reconsideration by the Legislature and by the Rule Committee, with a view to rendering the prevailing practice, in regard thereto, more in accordance with the reasonable requirements of suitors and of the profession.

At present, the duty of a county court judge with regard to the taking of notes of the evidence in cases tried by him is one which, strictly speaking, is confined to cases where a point of law is raised at the trial and the judge is asked to make a note thereof, "and of the facts in evidence in relation thereto, and of his decision thereon, and of his decision of the

action or matter" (County Courts Act, 1888, s. 120). This enactment, it may be as well to mention, was apparently expressly framed in order to diminish the number of appeals from the county courts, by preventing defeated suitors from raising points of law which had not occurred to them when they were sanguine of success, but which were afterwards regarded by them, in the light of failure, as being of supreme importance: *per WRIGHT, J.*, in *R. v. Kerr* (70 L. T. R., at p. 597), and see *per Lord HALSBURY, C.*, in *Smith v. Baker & Sons* (1891, A. C., at p. 333). That it has achieved its purpose is most probable, though we submit that, unintentionally, hardship has not unfrequently resulted to suitors from its somewhat stringent requirements. As a consequence of this enactment, a county court judge is never obliged of his own accord to take any note whatever, under any circumstances, however important the case may be to the parties or public at large: *R. v. Kerr (supra)*, *Morgan v. Ross* (29 W. R. 213, 6 Q. B. D. 508). Nevertheless, as was laid down by a King's Bench Divisional Court in the recent case of *Chertsey Rural District Council v. Binns* (*ante*, p. 223), justice requires that a full, or at least an adequate, note should be taken by the judge, *mero motu*, in many cases—as where, for instance, jurisdiction is being exercised under some special statute, in which the jurisdiction is either free from any pecuniary limit, or at least greatly in excess of the ordinary limit prescribed by statute, and the circumstances of the case indicate that, whatever decision may be given in the county court, there will most probably be an appeal therefrom. In the case last cited judgment had been obtained in a county court by a defendant in an action brought under the Highways and Locomotives (Amendment) Act, 1878, as amended by the Locomotives Act of 1898, to recover £155 for damage alleged to have been caused to the roads in the plaintiffs' district by extraordinary traffic. The county court judge not having been asked to take any note of the evidence by either party, had not done so, though, at the defendant's request, he had apparently taken a note of a point of law raised at the trial. Under these circumstances, the Divisional Court felt unable, in the absence of any note of the evidence, to affirm or reverse the judgment appealed from, and therefore directed a new trial.

Even when a point of law is actually raised before the county court judge, and he has been asked to take a note thereof, he need not, it seems by the terms of the existing enactment, in addition, make any note of the evidence in relation thereto, unless expressly requested to do so (see *Chertsey Rural District Council v. Binns, supra*), and, moreover, if there be more questions than one, the request to take a note thereof, and of the evidence, must be made in respect of each point raised, as such point arises: *R. v. Kerr (supra)*. It is also to be noticed that this request to take a note must be made in a specific form, and neither too soon nor too late. The enactment under consideration evidently presupposes that the point of law may be stated at once at the trial, as soon as it arises, and that then a note can be taken of all the evidence relating thereto, though, obviously, a point of law often arises in the course of a case, or afterwards at the end of the hearing, when, if no note has already been taken, either the evidence must be repeated (see *The Crescent*, 41 W. R. 533, where the evidence was taken *de novo* in the High Court on appeal) or else, if the right of appeal is not to be forfeited altogether, other means of supplying the want of a proper judicial note of the proceedings must be resorted to: see *per BRAMWELL, L.J.*, in *Morgan v. Ross* (29 W. R. 213, 6 Q. B. D., at p. 513).

That it has been found difficult to comply with the precise terms of the enactment is pretty evident from the decided cases, to some of which reference may now usefully be made. It has been held, for instance, that a request to a county court judge at the commencement of the trial, and before any specific question of law has arisen, to take a note of the evidence, as the case was one of importance, and might ultimately go to a superior court, is not a sufficient compliance with the enactment (see *Morgan v. Ross, supra*; *R. v. Kerr, supra*; *Wohlgemuth v. Coste* (1899, 1 Q. B. 501), and that a request made otherwise than during the hearing of the cause will not, generally speaking, suffice (see *Pierpoint v. Cartwright*, 28 W. R. 845, 5 C. P. D. 139; Annual County Court Practice, 1905, p. 461; *Barber v. Burt*, 42 W. R. 572; 1894, 2 Q. B.

437), and that even in the case of an omission by the county court judge in his summing up to give the jury proper and necessary directions as to the law, the dissatisfied party should interrupt the summing up and take his objection thereto at the time, so as to enable the judge, if necessary, forthwith to correct his direction: *Clifford v. Thames Ironworks and Shipbuilding Co.* (46 W. R. 222; 1898, 1 Q. B. 314). Where, however, the point of law does not arise until after the close of the summing up, no request for a note need, *semble*, be made, nor, in such a case, is the judge bound, under section 121 of the County Courts Act, 1888, to furnish a copy of any note he may actually have made, but a transcript of an official shorthand note that may have been taken will, on appeal, be accepted as sufficient: *Barber v. Burt* (*supra*).

Theoretically, indeed, the request to a county court judge to take a note of the point of law raised, and of the evidence relating thereto, is not actually, under any circumstances, treated as a condition precedent to the hearing of an appeal, the raising, at the trial in the county court, of the point of law appealed from being alone regarded in such light: *Smith v. Baker & Sons* (*supra*), *Wohlgemuth v. Coste* (*supra*), *Clarkson v. Musgrave* (31 W. R. 47, 9 Q. B. D. 386), *Seymour v. Coulson* (5 Q. B. D. 359), *Yearly County Court Practice*, 1905, p. 128. Practically, however, it is almost, if not quite, as necessary for the intending appellant to request the judge to take a note of the point of law raised, and of the evidence relating thereto, as it is to raise it, because, otherwise, it is often difficult, if not impossible, to prove that the point of law was *in fact* raised: see *Yearly County Court Practice*, 1905, p. 129. Moreover, unless a request to take a note has been made at the trial, it is doubtful whether the High Court has power to hear and determine such appeal upon any other evidence or statement of what occurred before such judge which the court may deem sufficient (*R. S. C. ord. 59, r. 8*) (*Cook v. Gordon*, 61 L. J. Q. B. 445; *Annual County Court Practice*, 1905, p. 462; *contra Wohlgemuth v. Coste*, *supra*; *McGrah v. Cartwright*, 23 Q. B. D. 3; the *Annual Practice*, 1905, p. 884), and, at all events, in the absence of any request to take a note, the court will be slow to use its discretion under the above rule (*Wohlgemuth v. Coste*, *supra*), and will also require some reasonable explanation to be given of the non-production of proper notes: see *Lumb v. Teal* (1889, 22 Q. B. D., at p. 680).

Enough has, we think, now been stated to show that some amendment of the law and practice as to county court judges' notes is desirable, and, without indicating what precise form it should take, we venture to suggest that, at least in cases where more than £50 is in dispute, some official note of the proceedings in the county court should always be taken, without any request being previously made by the parties themselves or either of them. In the City of London Court an official shorthand writer is, we understand, constantly in attendance, so that a transcript of his notes is always available when there is an appeal to the High Court. Whether, in relief of other county court judges, such a practice will be introduced elsewhere seems doubtful, in view of the expense which it would undoubtedly entail.

It is obvious that to require full notes of the evidence to be taken by county court judges in all cases would greatly interfere with the rapid dispatch of business, and would, especially in view of the enlarged jurisdiction now exercised by them under the County Courts Act, 1903, soon lead to such a congestion of business in the county courts as could only be relieved by the appointment of additional judges. With so many claims upon their time, owing to the extraordinary growth of county court business in recent years, it is not surprising that county court judges should abstain from taking notes when they are under no statutory obligation to do so; and should not feel disposed to facilitate appeals from their decisions where the parties themselves have not fulfilled the conditions precedent to the hearing of appeals prescribed by section 120 of the County Courts Act, 1888.

It is announced that Mr. Justice Walton will sit in court at Manchester for the Spring Assizes on the Northern Circuit there on Monday, the 24th of April; but Mr. Justice Bray will not begin the trial of prisoners at that place until the following Thursday, the 27th of April.

Reviews.

Justices' Practice.

STONE'S JUSTICES' MANUAL: BEING THE YEARLY JUSTICES' PRACTICE FOR 1905, WITH TABLE OF STATUTES, TABLE OF CASES, APPENDIX OF FORMS, AND TABLE OF PUNISHMENTS. THIRTY-SEVENTH EDITION. Edited by J. R. ROBERTS, Solicitor, Clerk to the Justices of Newcastle. Shaw & Sons; Butterworth & Co.

Every session of Parliament seems to add to the almost countless matters which may come before justices of the peace; and every session of the Law Courts puts some fresh interpretation upon the words of Parliament. A book on this subject soon becomes out of date, and when out of date is practically useless. Therefore, the annual appearance of a new edition of Stone is always welcome to those practitioners whose business lies to any extent in that direction. Stone seems to have beaten most of its rivals out of the field. We believe that now there is no other book professing to cover the same ground which is up to date. If there is, we have not heard of it. There is probably not another book in the language which contains such an enormous mass of information within the same compass. And though there is an inevitable tendency for the book to increase in size, it still keeps within quite reasonable bounds. The new edition appears to duly incorporate all new Acts and all cases decided down to the end of 1904, also the rules under the Licensing Act, 1904. It is, therefore, quite up to date. The new matter seems to be added with the care and discretion we are accustomed to find in new editions of Stone, and the well-earned reputation of the book is fully maintained.

A MAGISTERIAL HANDBOOK: BEING A CONCISE OUTLINE OF THE EVERYDAY FUNCTIONS OF MAGISTRATES, WITH TABLES OF OFFENCES AND MATTERS COGNIZABLE BY THEM. By W. H. FOYSTER, Solicitor and Notary, Clerk to the Justices of Salford. Effingham Wilson.

This is a book consisting of seventy-five small pages of excellent paper extremely well printed. It is written by a gentleman who evidently is well acquainted with his subject. But it is, indeed, an "outline," and we hardly see how it can be of much real use to the practitioner.

The Licensing Acts.

THE LICENSING ACTS: BEING THE LICENSING ACTS, 1828 TO 1904, TOGETHER WITH ALL THE INLAND REVENUE, INNKEEPERS, SUNDAY CLOSING, AND GROGGING ACTS RELATING THERETO, WITH INTRODUCTION, NOTES, AND FORMS. By the late JAMES PATERSON, Barrister-at-Law. SIXTEENTH EDITION. By WILLIAM W. MACKENZIE, Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The day for criticizing "Paterson" has almost passed. It still holds the field as a leading text-book on the subject, and certainly it has no superior as regards accuracy nor as regards the amount of information supplied. We have little doubt that in dealing with licensing the form of this book is the most convenient. This branch of the law is entirely the creature of statute. There are, however, so many Acts that partially repeal and amend others, and are then themselves amended and partially repealed, and it is so difficult in many cases to find out to what extent this process reaches, that the whole subject is a very confusing one. In this state of things much the most convenient arrangement of a book is to set out the text of the most important Acts and give in notes to each section references to cases and to other Acts bearing on that section. That is the arrangement of "Paterson," and, with the help of a good index, we believe it is the best in practice. It need hardly be said that the new Act receives adequate treatment in this new edition. The new rules also are included; and the book seems to deal with all cases of any importance decided up to the end of last year. In fact the book is brought up to date, and fully keeps up the reputation gained by its fifteen predecessors.

THE LICENSING JUSTICES' MANUAL: BEING A DIGEST OF THE LAWS RELATING TO THE GRANT, RENEWAL, TRANSFER, AND EXTINCTION OF LICENCES FOR THE SALE OF INTOXICATING LIQUOR, WITH THE FULL TEXT OF THE LICENSING ACT, 1904, AND THE LICENSING RULES MADE THEREUNDER. By G. F. EMERY, Barrister-at-Law. Eyre & Spottiswoode.

Truly there seems to be no end to the making of books on licensing law. This, like so many others, has been called into existence by the passing of the new Act. It is, however, much more ambitious than most of the small volumes lately published, for it professes to be a treatise on the whole subject as it now stands, not merely on the new

Act only. It ignores all parts of repealed statutes and all cases which are no longer binding; and gives a connected statement of the law now in force with much clearness and accuracy, under subject headings, as "New Licences," "Renewal," "Transfers," "Appeals," &c. The author has been very successful in carrying out his object, and has produced a volume which will give the intelligent layman a capital sketch of the law. It hardly, however, goes deeply enough into detail to be safely relied upon by the practitioner as his only text-book.

THE LICENSING ACT, 1904, CONTAINING THE TEXT OF THE ACT, WITH FULL NOTES, TOGETHER WITH AN INTRODUCTION EXPLAINING THE ACT AND THE CHANGES EFFECTED BY IT; ALSO CONTAINING THE RULES MADE UNDER THE ACT. By ST. JOHN G. MICKLETHWAIT, M.A., B.C.L., Barrister-at-Law. William Blackwood & Sons.

This is another of the many small books which have appeared this year as guides to the new Act. It will give a person who possesses an adequate knowledge of the law and practice of licensing under former Acts an accurate statement of the effect of the latest legislation on the subject.

Books Received.

A Digest of the Law of Libel and Slander, and of Actions on the Case for Words Causing Damage; with the Evidence, Procedure, Practice, and Precedents of Pleadings, both in Civil and Criminal Cases. By W. BLAKE ODGERS, M.A., LL.D., K.C. Fourth Edition. By the AUTHOR and J. BROMLEY BAMES M.A., B.C.L., Barrister-at-Law. Stevens & Sons (Limited).

A Manual of Common Law for Practitioners and Students, comprising the Fundamental Principles, with Useful Practical Rules and Decisions. By JOSIAH W. SMITH, B.C.L., Q.C. Twelfth Edition. By CUTHBERT SPURLING, M.A., B.C.L. (Oxon.), Barrister-at-Law. Stevens & Sons (Limited).

The Law and Practice of Licensing: being a Digest of the Law Regulating the Sale by Retail of Intoxicating Liquor; with Full Appendix of Statutes, Rules, and Forms. By GEORGE JOHN TALBOT, Barrister-at-Law. Second Edition. Stevens & Son (Limited); Sweet & Maxwell (Limited).

Points to be Noted.

Equity.

Ancient Lights—By the decision in *Colls v. Home and Colonial Stores* (1904, A. C. 179), noted in these columns under date the 19th of November of last year, the principle was established that the owner of a tenement cannot by lapse of time acquire a right to all the light having access to the tenement, and accordingly it was then finally settled that the erection of a building even appreciably diminishing the supply of light to a tenement is not actionable and cannot be restrained by the owner unless the obstruction complained of is such as to interfere with the user of the tenement for the ordinary purposes of inhabitancy or business. The question was left open whether, in respect of a tenement upon which a particular business requiring an exceptional amount of light has been carried on, the owner is entitled to any greater protection than he would have been entitled to in respect of the same tenement had it been used by him for the purposes of a business not having exceptional requirements as regard light. This question arose for decision in the case now noted and was decided by Bray, J., in the negative. His lordship, after observing that the special user on which the claim was founded was a user on the dominant tenement and not on the servient tenement, continued his judgment as follows: "I think also that to introduce the element of the quantum of user would work inconvenience and introduce uncertainty. If the only right capable of being acquired be sufficient light for the ordinary user of inhabitancy and business, the owner of the servient tenement knows his exact position; he knows within reasonable limits how high he can raise his buildings, and whether during the twenty years it is worth his while to obstruct his neighbours' windows. If a right to special light be capable of acquisition without his knowledge he cannot know his position, and if he has notice of some special light being required for his neighbours' business he cannot measure the extent with any exactitude." If, as appears to be the case, this is a true corollary of the decision in *Colls v. Home and Colonial Stores*, it must be pointed out that the head-note to the report of that case contained in the Law Reports is not very happily worded. The head-note appears to suggest that whatever the nature of the business carried on upon the dominant tenement, the owner would be entitled to protection from any obstruction

which would prevent him from carrying it on as beneficially as before. The note is taken apparently from the observations of Best, C.J., quoted with approval in the speech of Lord Macnaghten; but these observations, be it remarked, had reference to the facts of the particular case cited, where the business carried on upon the premises in respect of which the action was brought was the ordinary business of a grocer. It is submitted, therefore, that the inference drawn in the head-note in question is wider than the actual decision of the House warrants.—*AMBLER & FAWCETT v. GORDON* (1905, 1 K. B. 417).

Cases of the Week.

Court of Appeal.

WHITE & CO. v. CREDIT REFORM ASSOCIATION AND CREDIT INDEX (LIM.). No. 1. 13th March.

PRACTICE—INTERROGATORIES—ACTION FOR LIBEL—PLEA OF PRIVILEGE—NAME OF INFORMANT.

Appeal from an order of Bray, J., at chambers. The action was for libel. The defendants were a trade protection association, and they issued a publication called the Credit Index, containing the names of various traders. Against the name of each trader were placed a letter and a number. According to a key-card issued with the Credit Index the letter indicated the estimated pecuniary strength of the particular trader, and the number indicated the general credit which might be given to the trader in his business. A letter and a number were placed against the plaintiffs' name, and the plaintiffs brought an action for libel in respect thereof. No special damage was alleged. The defendants pleaded (*inter alia*) that the words complained of were published in good faith and without malice, and under such circumstances as rendered the occasion of such publication privileged. In their particulars of the above plea the defendants said that the Credit Index and key card were issued only to subscribers to whom the pecuniary strength and general credit of the persons included therein were matters of interest and importance, and upon the condition that they were returned when the period of subscription expired. The plaintiffs applied for leave to administer to the defendants the two following interrogatories: (1) "Did the defendants, before publishing the said Credit Index and key-card, take any and what precautions, or make any and what inquiries as to the truth of the said particulars, or make any and what inquiry at all with respect to such particulars? From whom did the defendants obtain the information on which they relied in making the statement complained of?" (2) "Give, by reference to your books or otherwise, the names of the companies, firms, and persons to whom the same have been supplied or shewn by or through the defendants or their agents?" The defendants contended that the second part of the first interrogatory, asking for the name of the informant, was not allowable, and that the second interrogatory was oppressive. They admitted that, upon the authority of *Elliott v. Garrett* (50 W. R. 504; 1902, 1 K. B. 870), they were bound to answer the first part of the first interrogatory. Bray, J., at chambers, reversing the order of the master, allowed both interrogatories. The defendants appealed.

THE COURT (COLLINS, M.R., and MATHREW, L.J.) allowed the first and disallowed the second interrogatory.

COLLINS, M.R., said that it was clear law, since *Elliott v. Garrett*, that in such a case as the present where there was a plea of privilege it was allowable to ask a defendant what information he had which induced him to believe the statement he made to be true. That was for the purpose of shewing malice and it was an inquiry into the state of the defendant's mind. How could the question of the information be severed from the question of the authority and position of the person who gave the information? The source of the information was an essential element in considering whether the information was such that anyone ought to rely upon it. If, however, there was any reason to suppose that the interrogatory was not put *bonâ fide*, but for an ulterior purpose, such as for the purpose of bringing an action against a third person, then it ought not to be allowed. There was no such suggestion here. The first interrogatory must therefore be allowed. As to the second interrogatory, it seemed to him that to ask a person conducting a business of this kind to give "the names of the companies, firms, and persons to whom the same have been supplied or shewn by or through the defendants or their agents," in order that by chance some single name of a person might be discovered who had no interest in the matter, would be oppressive. That interrogatory ought not to be allowed.

MATHREW, L.J., concurred.—COUNSEL, H. A. McCARDIE; Norman Craig, SOLICITORS, A. E. Fenton, for T. A. Needham, Manchester; Baker, Baker, & Co.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

R. CARTER & ELLIS. Ex parte SAVILL BROTHERS (LIM.). No. 2. 4th, 11th, and 13th March.

BANKRUPTCY—LESSEE—DISCLAIMER—MORTGAGEE BY SUB-DEMISE—VESTING ORDER—LIABILITIES OF MORTGAGEE UNDER VESTING ORDER—DISCRETION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 55 (1) (2) (6)—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 13.

This was an appeal against a decision of Mr. Registrar Giffard in bankruptcy. On the 1st of March, 1904, the Coopers' Company granted to Messrs. George Carter and Henry Ellis seven leases of seven houses situate in Beekton-

road, West Ham, for the respective terms of ninety-nine years from the 29th of September, 1903. Each lease reserved a small ground-rent, and none of the leases contained any restrictions upon the right of the lessees to assign, except that any assignment was to be registered with the clerk of the company. The leases were granted in pursuance of a prior agreement under which the houses had been erected by the lessees. On the same day, the 1st of March, 1904, the lessees mortgaged all the houses to Savill Brothers (Limited) by underleases of the houses respectively for the respective terms of ninety-nine years, except in each case the last day of the term. The mortgage was made to secure the sum of £1,864, with interest. On the 24th of March, 1904, a bankruptcy petition was filed against Carter & Ellis, and on the 19th of April, 1904, they were adjudicated bankrupts. On the 10th of November, 1904, the trustee in the bankruptcy executed a disclaimer of all his interest in the seven leases. On the application of the Coopers' Company, the lessors, the learned registrar on the 14th of February, 1905, made an order that, "unless Savill Brothers (Limited) do within" the time therein mentioned "elect to accept and apply for an order vesting in them the said premises, and making them subject to the same liabilities as the bankrupts were subject to under the leases in respect of the premises at the date of the filing of the petition, they shall be, and are hereby, excluded from all interest in and security upon the said premises." From this order Savill Brothers appealed. The following are the material provisions of the Bankruptcy Acts of 1883 and 1890. By the Act of 1883, s. 55, "(1) Where any part of the property of the bankrupt consists of land of any tenure burdened with onerous covenants, or of shares or stock in companies, of unprofitable contracts, or of any other property that is unsaleable, or not readily saleable, by reason of its binding the possessor thereof to the performance of any onerous act, or to the payment of any sum of money, the trustee, notwithstanding that he has endeavoured to sell or has taken possession of the property, or exercised any act of ownership in relation thereto, but subject to the provision of this section, may, by writing signed by him, at any time within three months after the first appointment of a trustee disclaim the property. . . ." "(2) The disclaimer shall operate to determine, as from the date of disclaimer, the rights, interests, and liabilities of the bankrupt and his property in or in respect of the property disclaimed, and shall also discharge the trustee from all personal liability in respect of the property disclaimed as from the date when the property vested in him, but shall not, except so far as is necessary for the purpose of releasing the bankrupt and his property and the trustee from liability, affect the rights or liabilities of any other person." "(6) The court may, on application by any person either claiming any interest in any disclaimed property, or under any liability not discharged by this Act in respect of any disclaimed property, and on hearing such persons as it thinks fit, make an order for the vesting of the property in or delivery thereof to any person entitled thereto, or to whom it may seem just that the same should be delivered by way of compensation, for such liability as aforesaid, or a trustee for him, and on such terms as the court thinks just; and, on any such vesting order being made, the property comprised therein shall vest accordingly in the person therein named in that behalf without any conveyance or assignment for the purpose. Provided always that, where the property disclaimed is of a leasehold nature, the court shall not make a vesting order in favour of any persons claiming under the bankrupt whether as underlessee or as mortgagee by demise, except upon the terms of making such person subject to the same liabilities and obligations as the bankrupt was subject to under the lease in respect of the property at the date when the bankruptcy petition was filed, and any mortgagee or underlessee declining to accept a vesting order upon such terms shall be excluded from all interest in and security upon the property, and, if there shall be no person claiming under the bankrupt who is willing to accept such an order upon such terms, the court shall have power to vest the bankrupt's estate and interest in the property in any person liable either personally or in a representative character, and either alone or jointly with the bankrupt to perform the lessee's covenants in such lease, freed and discharged from all estates, incumbrances, and interests created therein by the bankrupt." By the Act of 1890, s. 13, "The period of twelve months shall be substituted for each of the periods of three months and two months limited by sub-section 1 of section 55 of the principal Act, and such period of twelve months may be extended by the court. The court may, if it thinks fit, modify the terms prescribed by the proviso in sub-section 6 of the same section, so as to make the person in whose favour the vesting order may be made subject only to the same liabilities and obligations as if the lease had been assigned to him at a date when the bankruptcy petition was filed and (if the case so requires) as if the lease had comprised only the property comprised in the vesting order." Savill Brothers appealed.

THE COURT (VAUGHAN WILLIAMS and STIRLING, L.J.J., and BARNES, P.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—The question to be determined is whether in the circumstances of this case the order of the registrar is right. The contention of the appellants is that an order ought to have been made in the terms mentioned in the latter part of section 13—i.e., placing the appellants in the position of assignees of the original lease. In my opinion the order of the learned registrar was not right, and the contention of the appellants is in substance right. The intention of the Legislature in the case of a disclaimer by a trustee in bankruptcy clearly appears to have been, when they were providing for the relief of the trustee from liability in respect of onerous obligations of the bankrupts, including obligations under a lease, to do so with as little disturbance as might be of the rights and liabilities of third parties. That appears by sub-section 2 of section 55. The basis of my judgment is that the registrar's order does affect the rights and liabilities of the mortgagees in a way which is not necessary for the purpose of releasing the bankrupts and their estate and the trustee

from liability. In these circumstances the court has to consider whether the order for which the appellants ask, placing them in the position in which they would have been if the original leases had been assigned to them at the date of the bankruptcy petition, really will carry out the intention of the Legislature as declared in section 55 (2), and will do so without causing any injustice to the ground landlords. In my opinion such an order will best carry out that intention and will do no injustice to the ground landlords. At common law if there was a lease and a sub-lease, and for any reason the lease were extinguished, the sub-lease also disappeared. The Legislature stepped in and by the Act (8 & 9 Vict. c. 106) preserved the rights of the sub-lessee in a case in which a voluntary surrender of the lease was accepted by the lessor. Prior to 1869 no provision was made for the disclaimer of a lease by an assignee in bankruptcy. But an assignee in bankruptcy was not bound to accept a *damnum haereditas*, and a lease was left outside the property of the bankrupt which passed to the assignee for the creditors. This led to complications and difficulties. By the Bankruptcy Act, 1869, provision was made for disclaimer by a trustee in a bankruptcy. Putting it shortly, the disclaimer was intended to operate as if there had been a voluntary surrender of the lease by the disclaiming trustee. No doubt this provision was expressly inserted in order to preserve the rights of a sub-lessee who claimed under the bankrupt. It was found that this provision did not work perfectly well. Then in section 55 of the Bankruptcy Act, 1883, the words which provided that disclaimers should operate as a surrender of the lease were omitted. Sub-section 1 of section 55 deals with disclaimer by the trustee. Then comes sub-section 2, to which I have already alluded. The Legislature did not, however, content itself with the declaration contained in sub-section 2, but made by sub-section 6 further provisions to enable effect to be given to that declaration. Sub-section 6, having dealt with onerous property in general, goes on by a proviso to deal particularly with leasehold property. If that proviso had remained unmodified the order of the registrar would have been perfectly right. But, by reason of some cases which came before the court, it soon became apparent that to make the underlessee, or other person claiming through the bankrupt, accept all the liabilities of the bankrupt under the lease, or else be excluded from all interest in the property, might work injustice and would be a grave departure from the intention of the Legislature contained in sub-section 2. Then section 13 in the Bankruptcy Act, 1890, was enacted. Looking at that section I do not read it as a repeal of the proviso in section 55 (6) of the Act of 1883, nor as making it obligatory on the court in all cases of a character falling within that proviso to make a vesting order putting the sub-lessee in the position of an assignee of the original lease. The court has a discretion in the matter. I myself sitting as a judge in bankruptcy had to construe section 13 in *Re Walker* (2 Morr. 60). In that case I thought that an order vesting a lease in a sub-lessee as assignee of the lease ought not to be made except on the terms of his becoming liable for breaches of covenant which had accrued before the bankruptcy. I do not mean that that case affects the present one further than this, that it was a case in which I held that section 13 did not make it obligatory upon me to make a vesting order putting the sub-lessee in the position of an assignee, but gave me a discretion whether I should make the order or not, and I was only willing to make an order upon conditions which I thought would do justice between the parties. I only wish to add that I am not at present satisfied that the person to whom the vesting order is offered at the time of the application by the trustee is entitled to say that for all purposes the onus of proof must be upon the lessor, and that for all purposes the sub-lessee be treated as applicant, but I do not know that I have to decide any such question in this case, and I do not propose to decide it. Asking myself the question whether an order vesting the property in these mortgagees by sub-demise made in the form contemplated by section 13—that is to say, placing them in the position of assignees of the lease as from the date of the bankruptcy petition would give the mortgagees anything more than they would have had if there had been no disclaimer, to my mind, so far as the mortgagees are concerned to make them into assignees of the lease gives them nothing more than they would have had if there had been no disclaimer. Looking at this particular lease there is no restriction upon assignment whatsoever. There is a provision that any assignment is to be registered, but apart from that the lessee has an absolute right to assign, and if these leases had been assigned to the mortgagees, the landlord could not have interfered, and the position of the sub-lessees on becoming assignees would have been identical with that resulting from an order under section 13. But that is not all the court has to consider. The court has a discretionary power under the section. Having that discretionary power the court ought to go a step further and ask whether, notwithstanding that the position of a mortgagee would not be improved by the order, any injustice would be done to the landlord by the order. It is just as obligatory on the court to see that no such injustice is done to the landlord as to see that no advantage is given to the mortgagees. Having regard to the terms of these particular leases I cannot see that injustice will be done to the landlords by making a vesting order as contemplated by section 13. The mortgagees obtaining no advantage, and no injustice being done to the landlords, it follows of necessity that the judicial discretion ought to be exercised by making the order contemplated by section 13. The order of the registrar will be reversed and an order made vesting the property in the mortgagees subject only to the liabilities of assignees of the leases as of the date of the bankruptcy petition.

STIRLING, L.J., and BARNES, P., delivered judgments to the same effect. —COUNSEL, *Arbury*, K.C., and *Ransell*; *Upjohn*, K.C., and *Wass*, Solicitors, *Sandilands*; *E. L. Boyer*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re GRASSI. STUBBERFIELD v. GRASSI. Buckley, J. 16th March.
WILL—BRITISH SUBJECT—HOLOGRAPH IN ACCORDANCE WITH LAW OF PLACE WHERE MADE—LEASEHOLDS IN ENGLAND—WILLS ACT, 1861 (24 & 25 Vict. c. 114), s. 1.

SUMMONS. G., an Italian by origin, became naturalized in England and acquired an English domicile, which he retained until the date of his death. On the 1st of November, 1901, while on a visit to Italy, he made a holograph will, which was unattested but valid by Italian law, and which contained, amongst other things, a bequest of "the usufruct for life of all my property to my wife wherever the said property may be situate." The testator died in Italy on the 22nd of December, 1901, and his will was subsequently admitted to probate in England. The testator at the time of his death was possessed of certain leasehold property in England, and the question was whether any interest in this leasehold property passed by the will or whether the testator died intestate in respect of that property.

BUCKLEY, J.—The question to be decided is whether the words "personal estate" in section 1 of Lord Kingsdown's Act include leaseholds. The divisions of property into real and personal and into movable and immovable are divisions which are familiar to most of us, and they are not co-terminous. Leaseholds are immovables, but nevertheless they are personal estate though they are said to savour of the realty. A door is thus opened to controversy whether the words "personal estate" in Lord Kingsdown's Act are confined to movables. When the Wills Act was passed in 1837, care was taken to define personal estate, and in section 1 a definition was introduced which defines personal estate in words which extend to leasehold estates, and other chattels real. Section 11 of the same Act provides that any soldier being in actual military service, or mariner being at sea, may dispose of his personal estate as he might have done before the passing of that Act. It could not be disputed that the words personal estate as there used would extend to leaseholds. Section 26 of the Wills Act provides that a general devise of a testator's lands is to include leasehold estates where he has no freehold estate to which the description could apply; but the Act generally proceeds on the footing that leasehold property is not real estate. All the sections indeed tend to shew that the Wills Act proceeds, not on the division between *mobilia* and *immobilia*, but on that between real and personal estate; and that was the distinction recognized when Lord Kingsdown's Act was passed. Lord Kingsdown's Act was passed in 1861, and is intitled "An Act to amend the Law with respect to Wills of Personal Estate made by British Subjects." That title does not, it is true, refer in so many words to the Wills Act, 1837, but the law which Lord Kingsdown's Act was going to amend was in fact the law contained in the Wills Act, 1837. The Wills Act required wills to be executed in a certain manner; Lord Kingsdown's Act was going to affect that law and to say that in certain cases wills should be admitted to probate although that Act had not been complied with. The first section of Lord Kingsdown's Act relates to wills made out of the United Kingdom by British subjects. The second section relates to wills made in the United Kingdom by British subjects. The two sections are framed alike, but there are certain merely verbal differences between them which may have arisen from a want of sufficiently scanning the language, but cannot have been intended to vary the meaning. For instance, section 1 refers to "a British subject," whereas section 2 speaks of "any British subject"; one section refers to "the law of the place, &c.," the other refers to "the laws for the time being in force in that part of the United Kingdom where the same is made." Again, in the words with which I have to deal there is a difference of language, inasmuch as section 1 runs "shall as regards personal estate be held to be well executed for the purpose of being admitted . . . to probate," whereas section 2 runs "shall as regards personal estate be held to be well executed, and shall be admitted . . . to probate." I have to look to see whether section 1 means that the will is to be held to be well executed for the purpose of being admitted to probate, but not for some other purpose, for instance, the purpose of passing property. I cannot understand how that can possibly be held to be the meaning. The variance between the two sections is in my judgment one of words and not of meaning. "Shall as regards personal estate be held to be well executed for the purpose of being admitted to probate." What is the meaning of that? Does it extend to make a gift of leaseholds to a certain person effectual? I see no reason at all why it does not. According to the definition in the Act which this is amending it does, and section 4 of Lord Kingsdown's Act gives an additional reason; it says that nothing in that Act contained shall invalidate any will "as regards personal estate" which would have been valid if that Act had not been passed, except as such will may be revoked or altered by any subsequent will made valid by that Act. The personal estate there referred to must be the same thing as is referred to in section 1 and in section 11 of the Wills Act, so that section 4 must include leaseholds. I see no reason whatever why the expression "personal estate" in Lord Kingsdown's Act should be held not to include leasehold property. There is another reason which appears to me to support the conclusion at which I arrive. Before Lord Kingsdown's Act was passed a British subject domiciled abroad, who made a will according to the law of his domicile, made a will which was admitted to probate here, and which would pass the legal title to any leaseholds given by the will, but would not pass the beneficial interest in them. That person is the person dealt with in section 1. Mr. Buckmaster argued that nothing was done by Lord Kingsdown's Act for such a person. But it seems to me that this Act enables him to deal with the beneficial interest in the leaseholds. I need not refer to the cases cited, they are all authorities for familiar propositions. Of course it is a different thing to say that Lord Kingsdown's Act is to affect the legality of the dispositions of a will, and that a will to which Lord

Kingsdown's Act applies can be effectual in any way other than that which results from its being admitted to probate; for example, although it might be admitted to probate, it is clear, on the authority of *Freke v. Lord Carbery* (21 W. R. 835, L. R. 16 Eq. 461), that provisions in a will infringing Thellusson's Act or the English law against perpetuities would not be validated by Lord Kingsdown's Act. For that reason section 1 does not say that the will shall be held to be well executed for all purposes; it is to be valid for the purpose of being admitted to probate, and will then take its place and be effective for other purposes so far as the law of this country allows. The testator here was an Italian by origin, but at the time of his death he was naturalized and domiciled in this country, and for all purposes material to this case he was an Englishman. He went on a visit to Italy and died there, and his case clearly falls within section 1 of Lord Kingsdown's Act. The will was made out of the United Kingdom by a British subject, and was valid according to the law of the place where it was made, and has been admitted to probate. By his will he left the usufruct in his property to his wife. I hold that the leaseholds were disposed of by the will, and consequently that the widow is entitled to a life interest in his leaseholds, and it is not disputed that she has the right to enjoy them in specie.—COUNSEL, H. B. COHEN and T. BOSTON BRUCE; BIRRELL, K.C., and A. J. CHITTY; BUCKMASTER, K.C., and P. SHELDON; F. WHINNEY. SOLICITORS, H. F. ODDY; T. RICHARDS; MARKBY, STEWART, & CO.

[Reported by H. H. KING, Esq., Barrister-at-Law.]

High Court of Justice—King's Bench Division.

REX v. CHANDRA DHARMA. C.C.R. 18th March.

CONSTRUCTION OF PENAL STATUTE—PROCEDURE—RETROSPECTIVE AND PROSPECTIVE OPERATION—CRIMINAL LAW AMENDMENT ACT (48 & 49 Vict. c. 69), s. 5, SUB-SECTION 1—PREVENTION OF CRUELTY TO CHILDREN ACT (4 Ed. 7, c. 15), s. 27.

At the January sessions of the Old Bailey, the 14th to the 16th of January, 1905, the prisoner was convicted before Mr. Commissioner Rentoul of the offence of unlawfully and carnally knowing a girl between the age of thirteen and sixteen years, under section 5, sub-section 1, of the Criminal Law Amendment Act, 1885, as amended by section 27 of the Prevention of Cruelty to Children Act, 1904. The offence was committed on the 15th of July, 1904. At the trial, counsel for the defence put the following submissions before the learned commissioner: (1) That the proviso contained in section 5 of the Criminal Law Amendment Act, 1885, directs "that no prosecution shall be commenced for an offence under sub-section 1 of this section more than three months after the commission of the offence," and that the prosecution had been commenced more than three months after the commission of the offence—viz., upon the 27th of December, 1904. (2) That although by section 27 of the Prevention of Cruelty to Children Act, 1904, "the limit of time mentioned in the second proviso [the proviso above set out] of section 5 of the Criminal Law Amendment Act, 1885, shall be six months after the commission of the offence," the said Act did not receive the Royal Assent until the 15th of August, 1904, and did not, in accordance with section 33, sub-section 3, thereof, come into operation until the 1st of October, 1904, both of such dates being subsequent to the date of the offence charged against the prisoner—viz., the 15th of July, 1904. (3) That, having regard to the matters already set out, section 27 of the Prevention of Cruelty to Children Act, 1904, was not retrospective and did not apply to the offence of which the prisoner was convicted. The learned commissioner convicted the prisoner, but submitted the following question for the opinion of the honourable court: Whether the limit of time mentioned in section 27 of the Prevention of Cruelty to Children Act, 1904, applied to the prisoner's offence under section 5, sub-section 1, of the Criminal Law Amendment Act, 1885, or whether the second proviso of the last-named section alone applied.

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE, KENNEDY, CHANNELL, and PHILLIMORE, JJ.) affirmed the conviction.

LORD ALVERSTONE, C.J.—We none of us have any doubt that the construction of the statute by Mr. Commissioner Rentoul is correct. I think, as stated in the House of Lords, the rule is clearly established that, under ordinary circumstances, apart from special considerations appearing upon the face of the statute, alterations as to procedure are retrospective. It has been decided that where there was a shortening of the time the alteration was retrospective, and we can see no reason if this is so why the lengthening of the time should not be retrospective. I think if a new right is created or a new right is taken away or a new obligation or duty or disability imposed in respect to a transaction then passed, the statute could not have a retrospective operation; and if it could have been fairly and properly argued that the essential ingredient of the offence had been altered, then these provisions could not be applied to offences committed before the passing of the Act. In my opinion it would not be correct to describe the alteration of the limit of time from three months to six months as being an alteration of the character of the offence or of the mode of the defence. The offence is not altered, its character is not altered, the defence to be raised is not altered. The time within which the prosecution can be commenced is extended; that is merely a matter of procedure, and the defence ought not to prevail. The conviction must be affirmed.

LAWRENCE, KENNEDY, CHANNELL, and PHILLIMORE, JJ., concurred.—COUNSEL, Crompton Smith and C. W. Nicholson; Hutton. SOLICITORS, CUBURN & CO.; MORETON, PHILLIPS, & SON.

[Reported by MAURICE N. DRUGGERS, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re JONES AND ROBERTS. Joyce, J. 18th March.

LIEN OF TOWN AGENT FOR COSTS.

This case raised a question of some importance to London solicitors who conduct business for country solicitors on agency terms—viz., as to the nature and extent of their lien for costs upon documents which have come into their hands in the course of the business so conducted. The question arose upon an application by the trustee in bankruptcy of a firm of country solicitors against their London agent asking for an order upon the London agent to deliver up the documents in his hands for the purpose of taking the country solicitors' bill of costs. On the 15th of October, 1904, the lay client had obtained the common order to tax the country solicitors' bill, and upon the application for that order the London agent had acted as solicitor for the lay client. The order directed that the lay client and the trustee in bankruptcy of the country solicitors should produce before the taxing-master all books, papers, and writings in their custody or power respectively relating to the matters thereby referred for taxation. Subsequently to the making of that order the lay client had changed his solicitor. In these circumstances the London agent refused to deliver up the documents in his possession on the ground that he had a lien upon them, not only for the proportion of the bill which was due to him as such agent, but also for all costs due to him from the country solicitors. The trustee in bankruptcy had issued a writ of *subpoena duces tecum* against him, to which he had appeared, but he had declined to produce the documents on the ground of his lien. The trustee now moved for an order that he be directed to produce the documents before the taxing-master for the purposes of the taxation. It appeared that unless the documents were produced it was impossible to proceed with the taxation.

JOYCE, J., after stating the facts, said that, if there had been no bankruptcy, then, in the absence of special circumstances, the town agent would not have been bound to produce the documents unless his lien were satisfied. It was contended by counsel for the trustee in bankruptcy, on the authority of *Re Hawkes* (1898, 2 Ch. 1), that the London agent was in this case bound to produce the documents notwithstanding his lien; but, looking at that case and others which had been relied on, his lordship was of opinion that there was no authority in favour of that contention, and that the argument failed. Then it was contended that the London agent, by acting as solicitor for the lay client, on whose petition the order for taxation was made, had waived his right to the lien. There was, again, no authority for that proposition, and his lordship thought that it would much astonish the many large firms in London who transacted agency business for country solicitors if it were so. It appeared to his lordship that the London agent had as against the country solicitors a lien for all costs due from the country solicitors in respect of agency business and disbursements generally. That proposition was so stated in the text-books, in particular in Cordery on the Law Relating to Solicitors, at p. 296, and there was nothing to the contrary in the case of *Ward v. Hepple* (15 Ves. 297), which had also been relied on. The point had also been dealt with in the same way by Fry, J., in the case of *Lawrence v. Fletcher* (12 Ch. D. 858). The present application must be refused, with costs.

Counsel for the appellant applied for leave to appeal, having regard to the importance of the question to solicitors generally.

JOYCE, J., said that if leave were necessary he would grant it.—COUNSEL, Percy Wheeler; Younger, K.C., and Allen Macpherson—Times.

Law Societies.

The Selden Society.

The following is the annual report for the year 1904:

1. Notwithstanding losses by death and resignation, the number of members steadily increases, and in 1904 reached 319.

2. Volume XVIII., the normal volume for 1904, was the first volume of the Borough Customs, edited by Miss Mary Bateson, and issued in November last. This work is the first systematic attempt in England at a comparative analysis of the local customary law of the boroughs and ports of the kingdom extending over the Middle Ages, and is arranged, according to subject-matter, in the form of a Digest. The Council hope that the second volume of this interesting work will appear in 1906.

3. The Council are glad to report that their anticipations of last year have been realized in respect of a speedier publication of the "Year Books of Edward II.," edited by Professor Maitland. Volume II. appeared at the end of the year, and was issued as an additional or bonus volume for 1904. The always precarious health of the editor makes it impossible to forecast the future with any certainty, but the Council hope to be able to repeat the occasional issue of such an additional or bonus volume so long as the fund in reserve is sufficient.

4. The volume for 1905 will be the third volume of the "Year Books of Edward II.," edited by Professor Maitland, which is already well advanced. Provisional arrangements (subject to contingencies) have been made for the following publications in subsequent years: 1906, "Borough Customs," Vol. II.; "Year Books of Edward II.," Vol. IV. (bonus volume, if available). 1907, "Year Books of Edward II.," Vol. IV. or V. (as the case may be). Also other volumes of the Year Books and volumes on "Glanvill" and "Star Chamber," Vol. II.

5. The period of Mr. Justice Wills' office as vice-president has expired. The Council have nominated in his place the Master of the Rolls, who has

kindly consented to accept the office. The Council desire to record their gratitude to Mr. Justice Wills for his services as vice-president during the last three years.

6. Under the rules the following members of the Council retire by rotation, namely: Mr. Atkinson, Sir Gainsford Bruce, Mr. Justice Channell, Mr. Carter, and Mr. Cyprian Williams.

The Council have re-nominated Mr. Atkinson, Mr. Justice Channell, Mr. Carter, and Mr. Cyprian Williams, who are willing to serve again; and in place of Sir Gainsford Bruce, who desires to retire, they have nominated Mr. P. Vinogradoff, Corpus Professor of Jurisprudence at Oxford, who has kindly consented to serve.

No nomination has been received under rule 7 (a).

7. The appointment of the Master of the Rolls to the Vice-Presidency will create a casual vacancy in the Council, for which the Council have selected Mr. Justice Wills, the benefit of whose valuable assistance they are most anxious to retain.

8. An abstract of the accounts, with the report of the auditors, is annexed. WALTER C. RENSRAW, Vice-President.

March 11, 1905.

Companies.

Equity and Law Life Assurance Society.

ANNUAL MEETING.

The annual general meeting of the Equity and Law Life Assurance Society was held on Monday, at the Society's House, Lincoln's-inn-fields, Mr. CECIL HENRY RUSSELL (chairman) presiding.

Mr. W. P. PHELPS (actuary and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, referred in sympathetic terms to the loss the society had sustained in the death of Mr. Burridge, the late actuary and secretary. For thirty years he had served the office, first as a junior clerk, then rising until he reached the top. His energy, his ability, and his fidelity to the interests of the office were known to everyone, particularly to those who had occupied the chair and who had constant opportunity of observing and taking advantage of his great qualities. The office was fortunate in having at hand Mr. Phelps as a successor, who for seventeen years had served them as actuary, and the board had had great pleasure in finding that he was willing to accept the duties which fell upon him as Mr. Burridge's successor. Another gap had occurred by the death of Mr. Bettridge, but in his case it was not so unexpected, as for years he had suffered from ill-health, which had not, however, prevented him from attending to his duties, and up to the last he had maintained the most kindly and active interest in the society's affairs. In continuation of the changes, occasioned by the lamented death of Mr. Burridge, the board had appointed Mr. Thorne, also an old servant of the society, to be assistant actuary, and they had obtained the services of Mr. Dames, of the Eagle Insurance Co., as assistant secretary, which would, he was sure, lead to the more rapid and efficient carrying out of the work of the society. Turning to the report, the business of the past year had been satisfactory; it was not a very large business, but still it was good, and the business in annuities was larger than any year since 1895. The office had issued 564 policies assuring a gross sum of £822,825; the net amount was £574,052. In new premiums the office had received £34,505 gross and £22,411 net. Of the amount of premiums received £13,900 were gross single premiums and £4,784 net single premiums. They had reassured £248,773, the premiums paid being £12,093, so that they had been able to give good business to other offices, which, he was glad to say, had been fruitful in returns to the office in other business, as was always the case. The profit on the reversions falling in had increased in consequence of the quinquennial valuation to £40,554, which would have been considerably larger but for the temporary depreciation of Stock Exchange investments. The reversions fell into two classes, those where the office bought a share of the fund, in which case depreciation affected them, and where they bought a charge on the fund, and there, by providing a good margin, the board took care to guard against any such effect. But in the case of shares there was a depreciation, though he was quite sure it was only temporary. The claims had been upon 126 policies, assuring £235,971, and 29 endowment assurances amounting to £66,968 had matured. There were three small sinking fund policies, so small that only £375 had matured. The society had received £29,717 towards payment of these claims from other offices who had reassured a portion of some of these policies. The incidence of the claims had again been satisfactory, and the amount was below the expectation, the average age at death of those assured under policies being about sixty-five. Now he came to a very satisfactory figure—namely, the cost of this business. The total cost of management was 10.62 per cent., which should be reduced to 10.31 per cent. because it included the sum of £1,000, which the directors, and he was sure all the shareholders would agree in this, had voted to the family of the late Mr. Burridge, and they had thought that they could not do less for so old and able a servant. Excluding commissions and agency expenses—that was to say, taking what might be called the administrative expenses only, the cost came to 4.14, which he hoped they would consider a very satisfactory result. Business had to be obtained in these days largely through agency, and the society were happy in possessing a very efficient staff of agents, which of course meant costing some money, but it was a very moderate figure indeed. The funds amounted to £4,119,618, and they had been increased in the past year by £41,788, after writing down by way of valuation, as a depreciation and not as a loss, £109,375 for the fall of the Stock Exchange securities. The rate of interest was slightly

improved, being £3 19s. 2d. per cent. The interest outstanding, £11,226, was all real solid assets, none of it was accruing interest, none of it was interest which was assumed to be made by the society, it was really interest earned and due, of which it was perfectly certain they would receive every penny. He would make one appeal to the shareholders present. He was sorry to say that out of the total £822,825 assured, the gross business of the year, the shareholders had brought only £3,950.

Sir ARTHUR WATSON seconded the motion.

The report was unanimously adopted.

Mr. ARTHUR BIRD moved that the retiring directors, Mr. G. T. Powell, Mr. Cecil Henry Russell, the Rt. Hon. Lord Macnaghten, and Sir Howard W. Elphinstone, Bart., be re-elected.

Mr. C. E. BROUGHTON seconded the motion, and it was carried.

On the motion of Mr. G. WESTON, seconded by Mr. C. WIGAN, the auditors—Mr. Edwin Waterhouse, Mr. Joseph Gurney Fowler, and Mr. Robert William Dibdin—were re-elected.

The CHAIRMAN asked the meeting to pass a very cordial vote of thanks to the staff, Mr. Phelps (actuary and secretary), the medical officer (Dr. Symes Thompson and those other agents who throughout the country placed their services at the disposal of the society), the solicitors (Messrs. Cooper & Whately), and the inspectors and agents.

Mr. J. C. DEVERELL seconded the motion, and it was carried.

Mr. PHELPS, in returning thanks, said that the work of an insurance office was not altogether perhaps the easiest of occupations, but the staff would be indeed ungrateful if the kind expression of the meeting's approval did not act as an incentive to them to put their best energies into the work of the society. Except for one year the whole of his working life had been spent in the service of the society, and he need hardly say that to promote the interests and success of the society was among the foremost of his objects in life. He had been very gratified to find that his efforts had been rewarded by the confidence of the board, and he felt that his promotion to the position of actuary was a very great honour. He had had the benefit of serving under both Mr. Berridge and Mr. Burridge, and to them he owed a great deal in his practical training in insurance work. He had been for ten years assistant to Mr. Burridge, and owed a great deal to him. The only regret he had was that this opportunity should have risen from so sad an event.

A vote of thanks to the chairman closed the proceedings.

Legal News.

Appointment.

Mr. GEORGE CHARLES HAZELDINE JENNINGS, solicitor, has been appointed a Commissioner of the Supreme Court of New South Wales.

General.

The annual general meeting of the Selden Society, will be held in the Council Room, Lincoln's-inn Hall, on Wednesday, the 29th of March, at 4.30 p.m., Lord Alverstone in the chair.

In reply to Major Evans-Gordon, Mr. Bonar Law said: "The committee appointed to inquire into the Companies Acts began its sittings on the 23rd of February. The inquiry is being held at the Board of Trade, but is not open to the public."

Mr. J. W. Hawkins, the late senior Chancery Master, who recently retired after nearly forty-one years' service, was, on the 16th inst., presented at the Law Courts with a silver-gilt bowl, subscribed for by the Masters of the Chancery Division, as a token of their respect and esteem, on his retirement. The presentation was made by the present senior Master, Mr. E. W. Walker, and Mr. Hawkins suitably replied.

Mr. Justice Kekewich had in his list on Tuesday, says the *Evening Standard*, two witness actions of a substantial character, which, if heard, would certainly have occupied the whole of the day, but they were both settled. This tendency to settle cases is typical of what is being done in the whole of the Chancery Division. It is, of course, unavoidable, but it seriously hampers the judges in making out their lists.

A meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions was held on Wednesday, when Lord Cross (president of the society) took the chair. The society considered the following Parliamentary Bills and discussed other matters affecting quarter sessions: Criminal Cases (Reservation of Points of Law) Bill (H.L.), Prevention of Corruption Bill (H.L.), Sale of Intoxicants to Children Bill (H.L.), Street Betting Bill (H.L.), Tied Houses Bill.

Mr. T. R. Hughes, K.C., in a lecture he delivered at Liverpool the other day on "The Human Interest of the Law," related, says the *Globe*, a curious incident in the recent Chinese case in Mr. Justice Joyce's court, in which he himself was engaged. Among the witnesses was a mandarin of high rank. Asked whether he was present at certain interviews during a particular period, he replied that he had no recollection of them, adding that at the time he was going through a hundred days' mourning for his mother. Thereupon the interpreter, who was thoroughly familiar with Chinese customs, remarked that he was quite sure that the witness would never admit that he remembered these interviews, because it was the etiquette in China not to have the slightest recollection of anything that occurs during the period of mourning. Such a custom would be decidedly useful to some English witnesses in the hands of the cross-examiner.

Mr. Chcate, the retiring Ambassador of the United States to this country, will be entertained by the bench and bar of England at a farewell banquet, which will be held in Lincoln's-inn Hall on Friday, the 14th of April, at 7.0 p.m., for 7.30. Tickets, price 30s. each, can be obtained by members of the bar on application to the Lord Chief Justice's secretary, Mr. P. Sutherland Graeme, 2, Pump-court, Temple. A limited number of ladies' tickets admitting to the gallery will be issued to guests in order of application, price 5s. each.

At Reading, this week, Albert Edward Pocock, house and estate agent, was, says the *Daily Mail*, charged with having defrauded prominent tradesmen and others of sums amounting to £3,000. Pocock was formerly clerk to a well-known firm of solicitors, and it is alleged that while in their employ he stole a number of deeds, on the security of which he afterwards borrowed money, and that by forging property-owners' names he obtained large sums, with which he lived in sumptuous style. He then disappeared and was arrested in Canada. He was committed for trial, no application being made for bail.

In the House of Commons, on Wednesday, Mr. McNeill asked the First Lord of the Treasury whether he was aware that for the last three years the salaries and fees of the law officers of the Crown, which amounted in that period to nearly £100,000, had been voted by the House without discussion; and whether he would take any steps to secure that in the present year these salaries and fees would be subjected to Parliamentary criticism. Mr. Balfour said: I am informed that the hon. member's figures are not correct, and that the total should not be £100,000, but somewhere about £75,000, for the three years. I have no objection to this vote coming up for discussion if the House so desires.

The proposal put forward in the *Saturday Review* for dealing with insane prodigality much as lunacy or feeble-mindedness is dealt with, has, says the *Evening Standard*, the germs of sound common-sense. The notion is that careers like that of the unhappy Lord Anglesey should be determined by something corresponding to the family council that has definite powers and responsibilities under French law. The young waster should be brought to book, and declared by a court incapable of managing his own affairs. Obviously, in the case of a wealthy man of good family, perhaps a large landowner, much misery might be saved to the victim, his family, and his dependants. When he is a Peer of the Realm it is suggested that the Committee of Privileges should sit to consider whether in the interests—under our social system wide national interests—of the dignity and influence of that order the prodigal should have his title taken from him, held in abeyance by a decree nisi to see if the craziness be temporary or permanent, and passed to another or retained according to the effect of the lesson. The plan smacks of the "survival of the fittest" theory. It would be adopted in a practical and natural state. To our artificial system it is perhaps unsuited, being, in fact, too Utopian in character. But it is at least worth consideration and discussion.

In the House of Commons, on Tuesday, Captain Norton asked the Secretary of State for the Home Department whether he would give instructions that, in connection with the appeals in the cases of ex-Constable Rolls, of the Metropolitan Constabulary, and George Edalji, all the documents in the possession of the prosecution and the reports presented to the Home Secretary which had induced him to reject petitions for their release might be inspected by the representatives of Rolls and Edalji, respectively, so as to enable them to give further information and explanation to the Home Secretary as might be deemed vital to a further consideration of these cases. Mr. Akers-Douglas said: The reply is in the negative. In the cases referred to I have given the fullest consideration to and every representation on behalf of the prisoners which has been submitted to me by their friends or otherwise, and I have taken every available means to obtain information before arriving at any decision. It would be inconsistent with my duty as the adviser to the Crown in the exercise of the prerogative of mercy to allow prisoners or their friends to have access to documents in my possession, which are always of a confidential nature. I am always ready to consider any further representations which may be made to me on behalf of a prisoner.

The Prevention of Corruption Bill passed through Committee in the House of Lords on Tuesday. On clause 2 (prosecution of offences), Lord James, in moving the rejection of the clause, protested against the provision requiring that the *flat* of the Attorney-General should be necessary to the institution of any prosecution. He said that it was an obstacle in the way of prosecutions, and the condition was a great exception in our law. It was said that the Attorney-General's *flat* would be a check to blackmailing actions; but it would rather assist the blackmailer who, having once obtained the *flat*, would have a powerful weapon in his hand. A clause similar to this was struck out of the Bill of 1903, and the Bill of 1904 could not be proceeded with because of the inclusion of such a clause. There was no reason to believe that the House of Commons would be more ready now to accept the Attorney-General's *flat*, or that the Bill could pass the House with such a clause. Lord Avebury hoped that the noble and learned lord would see his way to accept the amendment. The Lord Chancellor said that, after serious consideration extending over a number of years, he could not consent to give up the protection which he felt to be necessary for the public. He did not think that any Attorney-General would give his *flat* without seeing the parties first. The amendment was withdrawn.

Has a lawyer, in the course of his argument to the jury, the right to cry? asks the *American Law Review*. Has he the right, *arguendo*, to give vent to "words that weep and tears that speak"? It will tend to quiet professional alarm to know that lawyers in Tennessee, at least, have a judicial determination of the question recognizing and distinctly adjudicating the

inviolable lachrymal rights of the lawyer. In a well-considered case, which came before the court upon an assignment of errors to the effect that "counsel for the plaintiff, in his opening argument, in the midst of a very eloquent and impassioned plea to the jury, shed tears and unduly excited the sympathies of the jury in favour of the plaintiff and greatly prejudiced them against the defendant," the Supreme Court of Tennessee, in an able opinion delivered by that erudite, discriminating jurist, Judge Wilkes, upheld the lawyer's constitutional right to cry before a jury. In delivering the opinion Judge Wilkes said: "The conduct of counsel in presenting their cases to juries is a matter which must be left largely to the ethics of the profession and the discretion of the trial judge. . . . No cast-iron rule can or should be laid down. Tears have always been considered legitimate arguments before a jury, and while the question has never arisen out of any such behaviour in the court, we know of no rule or jurisdiction in the court below to check them. It would appear to be one of the natural rights of counsel, which no court or constitution could take away. . . . In this case the trial judge was not asked to check the tears, and it was, we think, an eminently proper occasion for their use, and we cannot reverse for this."

The Economic Bank (Limited) have removed to more commodious premises at Palmerston House, 34, Old Broad-street, E.C.

FIXED INCOMES.—Houses and Residential Flats can now be Furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON		APPEAL COURT		MR. JUSTICE	
EMERGENCY ROTA.		No. 2.		KEKEWICH.	
Date.				Mr. Justice	Mr. Justice
Monday, March	27	Mr. Jackson	Mr. Theed	Mr. Church	Mr. R. Leach
Tuesday	28	Pemberton	W. Leach	Greswell	Godfrey
Wednesday	29	Godfrey	Theed	Church	R. Leach
Thursday	30	R. Leach	W. Leach	Greswell	Godfrey
Friday	31	Carrington	Theed	Church	R. Leach
Saturday, April	1	Beal	W. Leach	Greswell	Godfrey
		Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
		BUCKLEY.	JOYCE.	SWINSEN EADY.	WARRINGTON.
Monday, March	27	Mr. Pemberton	Mr. King	Mr. Beal	Mr. W. Leach
Tuesday	28	Jackson	Farmer	Carrington	Theed
Wednesday	29	Pemberton	King	Beal	Farmer
Thursday	30	Jackson	Farmer	Carrington	King
Friday	31	Pemberton	King	Beal	Greswell
Saturday, April	1	Jackson	Farmer	Carrington	Church

Winding-up Notices.

London Gazette.—FRIDAY, MARCH 17.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

APPANKRAN CONSOLIDATED MINERS, LIMITED—Peta for winding up, presented March 11, directed to be heard March 28. Leemith & Co, Crosby bldg, Crosby sq, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 27.

BURGESS TIRE CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 22, to send their names and addresses, and the particulars of their debts or claims, to George Bourne, Sentinel Chambers, Foundry St, Hanley.

J WOLMAN & SON, LIMITED—Peta for winding up will be heard March 28. Williams, 276, Camberwell New rd, a dor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 27.

LORD WARRICK STEAMSHIP CO, LIMITED—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Daniel Stephens, Prudential bldg, Mooley st, Newcastle upon Tyne. Wilkinson & Marshall, Newcastle upon Tyne, solors for liquidator.

RICHARD ROBINSON, LIMITED—Peta for winding up, presented March 17, directed to be heard at the Town Hall, Ashton under Lyne, March 30. Richards & Hurst, Ashton under Lyne, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 29.

SECURITIES INSURANCE CO, LIMITED—Peta that the voluntary winding up be continued, presented March 16, directed to be heard March 28. Francis & Johnson, Great Winchester st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 27.

THUNDERBOLT PATENT GOVERNOR CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts or claims, to George Beckett, Nancarrow, Royal Exchange, Middlebrough. Thompson, Middlebrough, solors for liquidator.

W HARRIS & SONS, LIMITED—Peta for winding up will be heard March 28. Ward & Co, Gracechurch st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 27.

WHITEHORNES, LIMITED—Peta for winding up, presented March 10, directed to be heard March 28. Ogilvie, Budge row, Cannon st, f, a by Hastings, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 27.

UNLIMITED IN CHANCERY.

APPELBY GAS LIGHT AND COAL CO—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts and claims, to Douglas Andrew Dryden, Bongsate, Appleyby. H & E A Heelis, Appleyby, solors

London Gazette.—TUESDAY, MARCH 21.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

COLLEY & CO, LIMITED—Peta for winding up, presented March 17, directed to be heard

April 4. Simpson & Co, Gracechurch st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3.

COLLIERIES DEVELOPMENT SYNDICATE, LIMITED—Peta for winding up, presented March 15, directed to be heard April 4. Attenborough & Son, Thavies inn, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 3.

DAIRY MILK CO OF AUSTRALASIA, LIMITED—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to David M. Watt, 118, Fenchurch st. Hart, Telegraph st, solors for liquidator.

JEROME & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to William Elston, 63, Victoria st, Liverpool.

KELLY & HALLARD, LIMITED—Creditors are required, on or before April 12, to send their names and particulars of their debts or claims, to J. Stewart Mallam, 1, Queen Victoria st KENNINGTON GARAGE, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Henry Bacon, 33, New Broad st.

PATENT REGENERATIVE FURNACE CO, LIMITED—Peta for winding up, presented March 8, directed to be heard at the Court house, Bury st, Greenwich, April 7, at 11. Kennedy & Co, Abchurch ln, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 6.

RADENALKE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Martin, Coventry, solors for liquidator.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MARCH 17.

GOOCH, FREDERICK, Windmill rd, Clapham Common, Bank Clerk April 20 Young v Gooch, Farwell, J Godwin, Wool Exchange, Coleman st

London Gazette.—TUESDAY, MARCH 21.

JONES, THOMAS, Holyhead, Angles, Joiner April 20 Hughes v Owen, Farwell, J Evans, Holyhead

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MARCH 10.

ALLINGHAM, HERBERT WILLIAM, Grosvenor st, Grosvenor sq May 1 Cutler & Co, Duke st, St James's

ASHWORTH, JOHN, Heywood, Lancs April 7 Banks & Co, Heywood

BALHORN, JOHN, Pontypool May 15 Bythway & Son, Pontypool

BEECH, ANNE, Higher Broughton, nr Manchester April 15 Dixon & Linnell, Manchester

BILLINGTON, ROBERT JOHN, Withdean, Brighton April 25 Eggar, Brighton

BIRDWOOD, KATHERINE ANN, Florence st, Islington May 15 Bythway & Sons, Pontypool

BLOOMFIELD, SARAH EMMA, Croydun March 31 Larkin, South Norwood

BUCKLEY, WILLIAM JOSEPH, Penylan, Llanelli April 18 Roderick & Co, Llanelli

HUNTER, ELIZABETH, Bishop's Stortford April 15 Potter & Co, King st, Cheapside

ATTENBURY, JOHN, Farnworth, Widnes, Licensed Victualler March 30 Peters, Widnes

CLARKE, ELIZABETH, Hardbury, Worcester April 19 Ivons & Co, Kidderminster

CLEMENTS GEORGE FREDERICK, Ryde, Sussex, Land Agent April 8 Dawes & Co, Ryde

COOK, RODMAN HOME, Gordon rd, Ealing, Bank Manager April 20 Stephenson & Co, Lombard st

DAVIS, JOSHUA PALMER, Leicester, Architect's Assistant March 31 Gordon-Place & Co, Leicester

DICKERSON, WINOIFRED, Newport, Salop April 15 Liddle & Heane, Newport, Salop

DOLAN, LAURENCE JOHN BAPTIST, St Mary Cray, Kent April 15 Markby & Co, Coleman st

DUNN, JOHN ROBERTS, Brighton April 22 Aitkens & Andrews, Burwash, Sussex

DUNN, JULIA, Cavendish pl, Brighton April 22 Aitkens & Andrews, Burwash, Sussex

ENTWISTLE, ELLEN ANN, Bolton April 8 Russell & Russell, Bolton

FEENEY, EDWARD PHILIP, East Stokehouse, Devon, Coal Merchant April 1 Rodd, East Stokehouse, Devon

FURZE, HENRY, Wallington April 14 White, Ealing

GRADY, CATHERINE, Bradford, Manchester April 8 Littler, Manchester

HAMMOND, ELIZABETH, Thornton Heath April 21 Gannell, King William st

HILL, MARY ELLEN, Broomfield, Lancs April 10 Yates & Co, Liverpool

HOGAN, DANIEL, Clifton st, Finsbury, Tailor April 10 Daniel & Glover, Gt Winchester

HOGG, HANNAH, Eastwood, Notts March 15 Huish & Robinson, Ilkeston

HOGG, JOHN, Headon, Derby March 15 Huish & Robinson, Ilkeston

HOGG, MARY, Eastwood, Notts March 15 Huish & Robinson, Ilkeston

HOPKINS, JANE, Amwell st, Clerkenwell April 28 Dunkerton & Son, Bedford row, Holborn

HUYSTED, THOMAS NORTON, Sidcup, Kent April 21 Neill & Holland, Bradford

HUGHES, RICHARD, Newport, Salop April 16 Liddle & Heane, Newport, Salop

HUNT, ELIZA, Weymouth April 11 Andrews & Co, Weymouth

HURST, PAULINA, Manchester March 31 Heath & Sons, Manchester

JESS, JULIA, Craven Hill gds, Baywater June 14 Emanuel & Simmonds, Finsbury Circus

JONES, ROBERT WILLIAM, Tanhiw, Llanddolei-nodion, Carnarvon May 1 Jones, Bangor

JOWETT, NATHAN, Hemmingsley, Leeds May 1 Lupton & Fawcett, Leeds

KIRK, ISABELLA, York May 6 Dent & Scruton, York

LOWANES, ANNIE, Stockport April 30 Johnson, Stockport

McKELVIN, SARAH, Spital Dene, Tynemouth March 27 Stanton & Co, Newcastle upon Tyne

MANBY, GEORGIANNA, Southend April 30 A H Elean, Hove, Sussex

MARKS, HARRIS, East India Dock rd, Poplar April 17 London, Budge row

MARDEN, JOHN, Ashton under Lyne April 12 Whitehead, Stalybridge

MARTIN, JAMES, Wolverhampton April 1 Beale & Co, Birmingham

MAWLAN, THOMAS WATSON, Darlington, Provision Merchant March 26 Latimer, Darlington

NUTTALL, ANNE, Spring Grove, Isleworth April 17 London, Budge row

PROOPS, LAZARUS, Reaman's rd, Stepney Green, Clothier April 7 Pamfry & Son, Paternoster row

PUOBBLY, JAMES LEVI, Stokeinteignhead, Devon, Farmer April 15 Baker & Co, Newton Abbot, Devon

RAGGE, MARTHA, Balesford, North Newton, Wills May 1 Radcliffe, Devizes

REYNOLDS, JAMES, Ross Howard, Talgarth rd, West Kensington April 18 Farrer & Co, Lincoln's inn fields

ROBERTS, HUGH SCOTT, Southbourne, Emsworth, Hants April 15 Gasquet & Metcalfe, Gt Toney st

ROGERS, SARAH, Chester April 4 Royle & Reynolds, Chester

ROUSE, GEORGINA SUSANNA, Grosvenor rd, Aldershot March 31 Foster & Wells, Aldershot

SMITH, AMY MARGARET, St Nicholas rd, Upper Tooting April 6 Crosswell & Co, Quality of Chancery in

SMITH, AMY, Newcastle, Notts April 7 Whelan & Gibbs, Derby

SMITH, SARAH, Rivington, Lancs April 15 Stanton & Sons, Chorley

STOTT, WILLIAM HENRY, West Kirby, Chester April 15 Tyrer & Co, Liverpool
 STROGO, ELIZABETH ANNE, Harrogate April 31 Sale & Co, Manchester
 TAYLOR, WILLIAM JOHN, Chelmsford, Coachbuilder March 25 Hilliard, Chelmsford
 TOOMER, WILLIAM HENRY, Gloucester ter, Hyde Park, Hay Merchant April 12 Kearsey & Co, Old Jewry
 WEBSTER, ELLEN, Marton Moss, nr Blackpool March 25 Hall, Thornton, nr Poulton le Fylde
 WELBOURN, JOHN, Caerleon, Mon, Innkeeper May 15 Rythway & Son, Pontypool
 WHITBY, JAMES, Balsall Heath, Birmingham, Beer Retailer April 1 Beale & Co, Birmingham
 WILLOX, SARAH, Liverpool April 18 Whitley & Co, Liverpool

London Gazette.—TUESDAY, March 14.

ADCOCK, HENRY, Leicester, Grocer April 13 Burgess & Pike, Leicester
 ALDIN, ALFRED, Richmond, Timber Merchant April 9 Lempany & Co, Bedford row
 ATKINSON, STEPHEN, Oakfield Paddal, Yorks, Slate Merchant April 10 Lupton & Fawcett, Leeds
 BARNETT, ASHLEY WILLMOTT, Blackmore, Essex April 29 Janson & Co, College hill
 BEZER, EDITH EMMA, Mount Pleasant rd, Lewisham April 10 Croft & Mortimer, Coleman st
 BLOMFIELD, JONAH, Peckham rd, MD, FRCM May 1 Bower, Moorgate st
 BOLTON, THOMAS, Frinton on Sea, Essex, Hotel Proprietor March 31 Prior, Colchester
 BOWRING, JOHN, Pendleton, nr Manchester April 28 J & E Whitworth, Manchester
 BOWRING, WILLIAM, Higher Broughton, nr Manchester April 28 J & E Whitworth, Manchester
 CARLSON, ELIZA SARAH, Savernake rd, Hampstead April 10 Travers & Co, Throgmorton st
 COLE, WILLIAM, Penzance April 25 Fraser, Railway app, London Bridge
 DENTON, SUBANNA, Harrogate April 8 Gaunt & Co, Bradford
 DUNK, JOHN, Didsbury, Lancs, Chemical Merchant May 21 Sanders & Harding, Lincoln's inn fields
 EASTHAM, JAMES, Ormskirk May 1 Kennedy & Glover, Ormskirk
 FLETCHER, ELIZABETH, Gloucester April 13 Jones & Blakeway, Gloucester
 FORSTER, WILLIAM, Houghton, Cumberland April 11 Clutterbuck & Co, Carlisle
 GEORGE, HENRIETTA LOUISA, Wells, Somerset April 10 Norton & Wilson, Wells
 GILLESPIE, SELINA ELIQA SCRYNGEOUR, Wimborne, Dorset April 19 Duncan & Co, Edinburgh
 GOLDSWORTHY, WILLIAM, Eccleston, Lancs, Surveyor April 8 Cross & Son, Prescott, Lancs
 GRANGER, JOHN, Malden rd, Kenilworth Town, Baker April 7 Young & Sons, Mark ln
 GRAY, WILLIAM, Brimsdown, Middlesex April 11 Plunkett & Leader, St Paul's Church-yard
 HANSELMANN, ERNEST ALEXANDER, Carobury, Merchant April 26 Hollans & Co, Mincing ln
 HALL, FREDERICK, Frimley, Surrey, Farmer March 31 Hollett & Co, Aldershot
 HARR, NAOMI, Preston, Lancs April 6 Waite & Co, Boston
 HARRIS, ALEXANDER, Bloomsbury sq June 1 Taylor & Taylor, New Broad st
 HARRIS, EPHRAIM, Hucknall Torkard, Notts April 12 Alcock, Notts
 HARRIS, SAMUEL, Upton St Leonards, Glos April 29 Jones & Blakeway, Gloucester
 HARRISON, EMMA, Applebaw, Southampton March 18 Smith & Son, Andover
 HERRON, WILLIAM, Harrogate, Wine Merchant April 12 Gilling, Harrogate
 HORNER, RICHARD, Shipley, Yorks, Veterinary Surgeon April 18 Wright & Co, Bradford
 HOGUE, WILLIAM, Burnworth, nr Bolton April 16 Bradbury, Bolton
 JACKSON, ELIZA, Borchdale April 29 Jackson & Co, Rochdale
 JOHNSON, WILLIAM, Hulme, Manchester, Butcher April 14 Thomson, Manchester
 JOHNSON, MARY ANN, Hulme, Manchester, Cattle Dealer April 14 Thomson, Manchester
 KING, WALTER GEORGE, Billingshurst, Sussex April 30 Budd & Co, Austin Friars
 KIRKHAM, BENJAMIN KATE, Leeds, Shop Assistant April 17 Poinson, Birmingham
 LEWIS, GEORGE WARBURTON, Bournemouth April 24 Poinson, Birmingham
 LIVERY, ALFRED EDWIN, Walton, Liverpool, Physician April 25 Toulmin & Co, Liverpool
 MASSFIELD, LYDIA ANN, Elgin st, Maids Vale April 19 Nisbet & Co, Lincoln's inn fields
 MIDDLETON, REV FREDERICK MATTHEWS, Old Alresford, Hants April 9 A F & R W
 MERCEY, JAMES, Clieves Hill, Aughton, nr Ormskirk March 31 Lowndes & Co, Liverpool
 MORRALL, LOUISA JANE, Ursuline Convent of Our Lady Star of the Sea, Greenwich April 7 Tunbridge & Co, Birmingham
 NELSON, SARAH, Woodlands, nr Milnthorpe, Westmorland April 1 Talbot & Rheim, Milnthorpe
 NEWTON, HENRY, Chemsanton gds, Kensington April 25 Newton & Co, Moorgate st
 NURSELEY, SARAH ELIZABETH, Leamington May 1 Toller & Pochin, Leicester
 PASCOE, JAMES ROGERS, Woodford, Essex, Timber Merchant May 31 Ward & Co, Gracechurch st
 PORTER, JOHN ATKIN, Blackburn, Cotton Manufacturer April 29 Croesley, Blackburn
 PROUDLOCK, RYAN ROBINSON, Eighton Banks, Durham, Bootmaker April 14 Richardson & Elder, Newcastle upon Tyne
 PETERBACH, HUGH, Brynheidion, Menai Bridge, Physician April 10 Jones, Bangor
 RICHARDS, HENRY, Teignmouth April 30 Full, Teignmouth
 RICHMOND, DEWIS, Harrogate, Plumber March 23 Tiley & Paver-Giles, Harrogate
 RUSSELL, WILLIAM CARMICHAEL, Shirley, Southampton April 15 Glos, Westwood, Weston super Mare
 RUTTER, ANNA MARIA, Redland, Bristol April 29 J & H Grace, Bristol
 SHAW, BETSY, Ashton on Ribbles, Lancs April 17 Worden & Ashington, Southport
 SMITH, THOMAS, Pendleton, Coal Merchant April 28 Ogden, Manchester
 SYKES, WILLIAM, Boston, Lincs March 21 Cooke-Yarborough, Boston
 THORNE, AUGUSTUS, Gt Cumberland pl, Hyde Park May 1 Hopwood & Sons, South st, Gray's inn
 WARD, ROBERT, Horwich, Sadder April 15 Waddington, Burnley
 WALKER, RICHARD JAMES, Burslem April 17 Russey & Fellows, Gt Winchester st
 WARELL, JOHN, Whiston, Yorks May 12 Fashley & Hodgkinson, Botherham
 WRIGHT, HENRY, Small Heath, Birmingham June 24 Powell & Browett, Birmingham
 WYATT, CATHERINE MARY, Pelham pl, South Kensington April 20 Russell & Co, Norfolk st, Strand

London Gazette.—FRIDAY, March 17.

AISBY, THOMAS DANIEL, Longlight, Manchester, Nailmaker April 18 Jones & Payne, Manchester
 AKERS, CHRISTOPHER, Belvedere rd, Upper Norwood May 1 Martin & Nicholson, Queen st, Cannon st
 ALDIN, ALFRED, Richmond, Timber Merchant April 9 Lempany & Co, Bedford row
 AMOR, JUSTIN VICTOR WILFRED, Bedford Park, Chiswick April 15 Blount & Co, Albemarle st
 BARNETTS, ANNE, Brighton April 18 Schröder, Telegraph hill, Hampstead
 BALLANT, GEORGE, Wednesfield, Vermin Trap Manufacturer April 17 Stratton & Son, Wolverhampton
 BLOND, WILLIAM, Devonshire rd, Holloway April 17 West, Lincoln's inn fields
 EDMONDSON, ISAAC, Southend on Sea May 1 Rooke & Sons, Lincoln's inn fields
 ELKIND, EDWARD HENRY, Gt Winchester st, Merchant May 1 Spear, Ironmonger ln
 ELLISON, WILLIAM, Spring grove, Isleworth April 20 Bheard & Broach, Clement's inn, Strand
 EVANS, JOHN, Hale, Chester April 20 Webster, Manchester
 FISCH, JOHN, Winchester April 14 Woodbridge & Son, Winchester
 GILL, ANN, Fenitich April 6 Richardson, Fenitich
 GILLATT, JOHN, Hussy Mills, nr Canterbury, Miller April 20 Gillman, Southampton st, High Holborn
 GRAY, CHARLES, IVYING gds, Kensington May 31 Francis & Johnson, Gt Winchester st

GREENWOOD, DAVID, Illingworth, Halifax, Pawnbroker April 1 Hutley, Leeds
 GULLIVER, SARAH, Longton grove, Sydenham April 27 Flux & Co, East India av
 HAMPTON, ALICE, Atherton, Lancs May 12 Carr, Atherton
 HARRIS, MARY ANN, Cheltenham April 28 Earengy, Cheltenham
 HEARD, LUTHER JAMES, Castle rd, Kentish Town, Carrier April 20 King & Jenkins, Abchurch ln
 HEATHCOTE, JOHN EDWIN, Bold, nr Widnes, Farmer April 14 Knowles, Widnes
 HENDERON, WALTER, Selhurst rd, South Norwood April 18 Edridge & Newham, Croydon
 HETWARD, ROBERT FISHER, Portsea, Hants, Beer Retailer April 23 Hobbs & Bruton, Portsmouth
 HILL, ANN, Allerton, Bradford April 27 Ellis & Suddards, Bradford
 HITCHEN, MARTHA, Padiham, Lancs March 25 Roberts & Riley, Burnley
 HUBBELL, SWANE, Gt Shelford, Cambridge April 8 Holben, Cambridge
 ISAAC, RICHARD, Idbury, Oxford, Farmer April 29 Wilkins & Toy, Chipping Norton
 JOHNSON, MARY ANNE, Westbourne Terrace rd June 1 Mee & Co, Retford
 JOHNSON, ROBERT, Newark on Trent April 15 Hodgkinson & Beavor, Newark on Trent
 KERKICH, EMMA, Chapel st, Belgrave sq April 23 Flux & Co, East India av
 MAUDE, KATE, Hollingley, Ilkley, Yorks April 29 Fletcher, Leeds
 MCGRAW, DANIEL, Newcastle upon Tyne April 29 Burns, Newcastle upon Tyne
 MILLVILLE, REV DAVID, DD, Worcester April 17 Hooper & Clarke, Worcester
 MILNES, AMELIA VINE BROWN, Richmond rd, Bayswater April 19 Jordon & Lavington, Ironmonger ln, Cheshire
 MUNRO, JAMES, Barnard Castle, Durham, MD April 20 Dixons & Horne, Wakefield
 NICOL, ELIZABETH, Blackpool April 7 May, Blackpool
 OAKBROD, ELIZABETH, West Vale, nr Halifax, Flock Dealer April 15 Boocock & Sons, Halifax
 RATBONE, THOMAS, Burton Dassett, Warwick, Labourer April 18 Fairfax, Banbury
 RICHARDS, DAVID, Cardiff April 13 Waldron & Sons, Cardiff
 SMITH, GIDEON, Croydon April 16 Edridge & Newham, Croydon
 STUBBS, MARY JANE, Woodhead Cottage, nr Medomsley, Durham April 19 Booth & Lazenby, Newcastle on Tyne
 SULLINS, PETER, Hatfield Broad Oak, Essex April 30 Acklands & Nockolds, Bishops Stortford
 TRACKRAH, JOHN, Leeds, Solicitor May 1 J B & J A Brooke, Leeds
 TURK, JOHN DIVE, Idon, Sussex, Licensed Victualler April 3 Davies & Co, Rye
 TURNER, WILLIAM, Liverpool April 29 Alsop & Co, Liverpool
 VAUGHAN, SARAH, Bayston Hill, nr Shrewsbury April 17 Farish, Old Broad st
 VINCENT, JOHN AMYATT CHAUNCEY, Lincoln's inn fields, Record Agent April 20 Thompson & Son, Devereux chambers, Temple
 WARE, ELLLEN, Tunbridge Wells April 30 Peters & Bolton, Guildhall chambers, Basinghall st
 WHITE, LEEDHAM, Wetherby gds, South Kensington April 28 Kemp-Welch, Aldersgate st
 WHITEHEAD, SARAH ANN, Bury, Lancs May 10 Hart-Dyke, Lancaster pl
 WILDE, ALICE, Alderley Edge, Chester June 1 Ferns & Co, Stockport
 WILKINSON, ELIZABETH, Manchester April 29 Bingham & Co, Manchester
 WOODWARD, JOHN, Endeleigh st, Tavistock sq April 25 Pontifex & Co, St Andrew st, Holborn circus
 WOOLLEY, PHILIP, Brokes, Reigate April 30 Galsworthy, Old Jewry chambers

London Gazette.—TUESDAY, March 21.

ADLINGTON, WILLIAM PALMER, Newark on Trent April 30 Larken & Co, Newark
 AMOS, CELIA, Oppidians rd May 1 Amos, Ipswich
 ASH, MARY ANN, Tiverton, Devon April 24 Hole & Pugsley, Tiverton
 BISBICKS, FREDERICK JOSEPH, Bristol, Licensed Victualler April 17 Sinnott & Son, Bristol
 BURNS, FREDERICK, Davyhulme, Lancs April 28 Sutton & Co, Manchester
 BURROWS, RICHARD WOODLEY, Twickenham May 1 Rawle & Co, Bedford row
 BURT, HENRY MATCOCK, Hastings April 27 Burt, Richmond
 CAPES, GEORGE ALBERT, Burton on Trent, Solicitor April 29 Talbot & Stein, Burton on Trent
 CARPENTER, EDWARD, Hereford May 10 Humphrys & Symonds, Hereford
 CARTER, WILLIAM ORME, Hurst Green, Sussex May 3 Aitkens & Andrews, Burwash, Sussex
 CETTA, GIULIANO, Stroud, Glos, Dealer in Fancy Goods April 18 Wiltchell & Sons, Stroud
 COOK, GEORGE, King's Lynn, Labourer April 18 Ward, King's Lynn
 DAVILL, WILLIAM JOHN, Horton Bank Top, Bradford, Hay Merchant April 17 Farrar & Crowther, Bradford
 DAVIS, ELLIS JAMES, Graville pl, Portman sq April 30 Collings & Co, Old Jewry chambers
 DAVIS, SAMUEL, Nailsea, Somerset April 20 Perham & Son, Bristol
 DORRINGTON, FREDERICK ARTHUR, Wollerton, nr Market Drayton April 30 Barrow & Smith, Manchester
 EADON, EDWARD HOPKINSON, Crookes, Sheffield, Cigar Manufacturer May 20 Broomhead & Co, Sheffield
 EDWARDS, FRANK ZACHARIAH, Rochester, Grocer's Assistant April 29 Peall & Co, Rochester
 EGGINGTON, THOMAS, Withington, Manchester, Surgical Instrument Maker April 30 Barrow & Smith, Manchester
 ELTON, WILLIAM WILSON, Preston, Lancs, Tailor April 19 Clarke & Co, Preston
 FIELD, CHARLES FREDERICK, Felpham, Sussex, Yeoman April 25 Stafford, Bognor
 FITZWYGRAM, SIR FREDERICK WELLINGTON JOHN, Bart, Havant, Hants April 30 Markley & Co, Coleman st
 FLOWER, JOHN SCOTT, Stonerville, Wakefield April 30 Harrison & Co, Wakefield
 FORDHAM, FREDERICK NASH, Boyton, Herts April 14 Wortham & Co, Boyton
 FOX, ELIZABETH, Buckholt, nr Monmouth April 15 Helder & Co, Clement's inn, Strand
 FULLER, HELEN NATALI, Brighton April 29 Arnold & Henry White, Gt Marlborough st
 GOMM, STEPHEN JAMES, Brentford, Licensed Victualler April 20 Ruston & Co, Victoria Embankment
 HAGELL, ANN, Kildare ter, Bayswater April 17 Lawson & Lawson, Finsbury circus
 HAWARD, FREDERICK, Gt Yarmouth May 17 Cross & Co, Halesworth, Suffolk
 HAWTRET, MORTAGUE WILLIAM, Sikawiko, Ashanti, Gold Coast Colony, Travelling Commission Agent April 29 Pates & Co, Norfolk House, Victoria Embankment
 HILTON, ABRAHAM, Barnard Castle, Durham, Spirit Merchant April 30 Doyle & Co, Stone bldgs, Lincoln's inn
 JONES, JOHN CROSS, Llanddelfiolen, Carnarvon April 1 Roberts, Carnarvon
 JONES, MARY ANN, Bridlington, Yorks May 6 Turnbull & Son, Scarborough
 KIRLINGBURY, ANN, Binfield, Berks April 29 Sergeant & Haye, Wokingham
 LIPMAN, CHARLES, Manchester April 28 Sutton & Co, Manchester
 LUCKING, JAMES HOLMES, Streatham hill May 6 Shepheards & Walters, Finsbury circus
 MANS, THOMAS, Liverpool, Cattle Salesman April 18 Kent & Holroyd, Liverpool
 MANS, GEORGE, Wilton, Beds April 27 Mitchell, Bedford
 MCLACHLIN, CHARLES EDWARD, Mortimer st April 22 Wilson & Cowie, Liverpool
 MIDDLETON, MARIA MARGARET, Leamington April 29 Greenfield & Cracknell, Lancaster pl, Strand
 MITCHELL, JAMES MACLELLAN, Mapesbury rd, Brondesbury April 29 Johnson & Co, King's Bench walk, Temple
 MOLESWORTH, The Right Hon AGNES VICOUNTESSE, Bath April 25 Lawrence & Co, New sq
 NAFFER, HERBERT WILLIAM, Redcliffe rd, South Kensington, House Steward April 24 Child & Child, Sloane st
 NICHOLSON, DAVID, Boro' Green, Kent April 25 Carnell & Richardson, Sevenoaks
 OLIVE, MOLAN WELLSLEY, Cheltenham, Fishmonger April 30 Richards, Cheltenham
 POLVER, GEORGE, Handsworth, Lamp Manufacturer April 22 Rowlands & Co, Birmingham
 PROOTER, MARMADUKE, Bradford, Boiler Maker May 1 Beldon & Ackroyd, Bradford

RAS, WILLIAM FRANK, Bath April 30 Brundrett & Co, King's Bench walk, Temple
RAW, JOHN, Kettlewell, Yorks, Joiner April 29 Braithwaite, Horsforth, nr Leeds
MIDDLE, GEORGE THOMAS, Alnwick, Northumberland, Confectioner April 10 Dickson &
Co, Alnwick
ROBERTS, ROBERT, Wakefield May 12 Harrison & Co, Wakefield
ROBERTS, SARAH, Seven Sisters rd, Finsbury Park July 1 Daphne, Basinghall st
SPALL, EDWARD JOSEPH, Bawburgh, Norfolk, Farmer April 28 Stevens & Co, Norwich
STOTT, ADAM, Manchester, Architect April 3 A & G W Fox, Manchester
STRAKER, ANNIE ANDERSON, Bamburgh, Northumberland April 10 Dickson & Co,
Alnwick
STUART, SUSAN ALICIA, Campden House rd, Kensington May 15 Robinson & Stannard,
Eastcheap

SWALLOW, GEORGE RUSHFORTH, Northampton, Miller April 7 Benda, Northampton
THORNHILL, ANN, Ashton under Lyne April 29 Whitworth & Co, Ashton under Lyne
TRAFFORD, JOHN LEIGH, Sale, Chester, Solicitor April 30 Trafford & Cook, Northwich
TUSTALL, MARY, Sutton Coldfield April 29 Huggins, Birmingham
TYNDALL, GEORGE, Cleveland sq April 25 Stanton & Co Newcastle upon Tyne
WICKS, ANN, Birmingham April 22 Cottrell & Son, Birmingham
WILLEY, HENRY, Langley Castle Farm, nr Haydon Bridge, Northumberland April 17
Maughan & Hall, Newcastle upon Tyne
WILLIAMS, THOMAS, Bayham st, Camden Town April 15 Davis, Buckingham st, Strand
WILSON, ELIZA, Liverpool April 18 Hosking, Liverpool
WYNN, CATHERINE SYMPSON, Cheshunt, Herts April 17 Jessop & Gough, Waltham
Abbey

Bankruptcy Notices.

London Gazette.—TUESDAY, March 14.

FIRST MEETINGS.

AKISTER, JOHN, Grange over Sands, Lancs, Builder March 22 at 11.45 Off Rec, 16, Cornwallis st, Barrow in Furness
ARMSTRONG, FRANCIS STAMPER, Scarborough, Hairdresser March 24 at 4 74, Newborough, Scarborough
BARNETT, RICHARD, Burnley March 24 at 11.15 Off Rec, 14, Chapel st, Preston
BEELEY, ARTHUR, Coalville, Leicester, Boot Maker March 22 at 8 Off Rec, 47, Full st, Derby
BLANEY, CHARLES AUSTIN, Brighton, Chemist March 22 at 11.45 Bankruptcy bldgs, Carey st
BLOOMER, BENJAMIN, and ALBERT LAWRENCE BLOOMER, Erdington, Warwick, Factors March 22 at 11 191, Corporation st, Birmingham
BRADLEY, JOHN, Barrow in Furness, Contractor March 22 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
BRIBLEY, JOSEPH, Oldham, Tinsplate Worker March 24 at 11.00 Off Rec, Greaves st, Oldham
BROSTER, JOSEPH, Horwich, Lancs, Labourer March 23 at 3 19, Exchange st, Bolton
BAYDON, WILLIAM, Cambridge parade, Tricakenham, Wine Merchant March 23 at 12 Off Rec, 14, Bedford row
BUTLER, ROBERT, Preston, Licensed Victualler March 24 at 10.30 Off Rec, 14, Chapel st, Preston
CASE, SAMUEL, Newport, Mon, Fried Fish Merchant March 22 at 11 Off Rec, Westgate chmbrs, Newport, Mon
COLLINS, WILLIAM, Beulah rd, Walthamstow, Stationer March 24 at 11 Bankruptcy bldgs, Carey st
COX, WILLIAM BRANWELL, Ashwood Bank, Worcester, Stone Mason March 23 at 11 191, Corporation st, Birmingham
CROSS, WALTER, Stalybridge, Builder March 22 at 11.30 Off Rec, Byrom st, Manchester
DAY, WILLIAM SMYTH, Birmingham, Jeweller March 27 at 11 191, Corporation st, Birmingham
DE TCHTOGAOFF, N, Hutton, Suffolk March 24 at 12 Off Rec, 14, Bedford row
DOUGLAS, JOHN BRUCE, Farringdon st, Stationer March 23 at 12 Bankruptcy bldgs, Carey st
DOWDES, RICHARD, ATHERLEY, Shrewsbury, Licensed Victualler March 25 at 12.30 Off Rec, 42, St John's hill, Shrewsbury
EDWARDS, JOSEPH ALBERT, Bristol, Marble Mason March 22 at 11.45 Off Rec, 26, Baldwin st, Bristol
ELDER, GEORGE HENRY, Quayside, Newcastle on Tyne, Shipowner March 22 at 11.50 County Court, Westgate rd, Newcastle on Tyne
FAIRBANK, EDWARD ARTHUR, Halifax, Mill Manager March 22 at 3 Off Rec, Towball chmbrs, Halifax
FARROW, JOHN GEORGE, Summerhill, nr Wrexham, Butcher March 22 at 11 The Priory, Wrexham
FINN, ALBERT HENRY, Turnmill st, Clerkenwell March 24 at 11 Bankruptcy bldgs, Carey st
FLETCHER, JOHN WILLIAM, Akroydon, Halifax, Refreshment house Keeper March 23 at 3.30 Off Rec, Town hall chmbrs, Halifax
FORD, FRANK, Richmond rd, South Kensington, Boot-maker March 23 at 11 Bankruptcy bldgs, Carey st
FOSTER, C MADLEY, Tytwhit rd, St John's, New Cross, Wine Merchant's Agent March 24 at 1 Bankruptcy bldgs, Carey st
GRANAN, ROBERT, Cardiff, Ship Store Merchant March 23 at 11 117, St Mary st, Cardiff
HASWELL, HENRY, Barrow in Furness March 22 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
HAYTER, THOMAS CHARLES WILLIAM, Goldhawk rd, Shepherd's Bush, Draper March 27 at 2.30 Bankruptcy bldgs, Carey st
HED, JOHN GEORGE, Mansfield, Notts, Tailor March 24 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
HODGSON, JOSEPH, Breatley, nr Halifax, Stock Broker March 24 at 11 Off Rec, 14, Chapel st, Preston
IBBOTSON, HAROLD A, Hill st, Berkeley sq March 27 at 12 Bankruptcy bldgs, Carey st
INGRAM, THOMAS, Burnley, Carter March 24 at 11.45 Off Rec, 14, Chapel st, Preston
JOB, JAMES REES, Aberaman, Aberdare, Cabinet Maker March 24 at 12 135, High st, Merthyr Tydfil
JONES, DAVID, Tonna, nr Neath, Glam, Collier March 22 at 12.30 Off Rec, 31, Alexandra rd, Swansea
JONES, JOHN, Burslem, Staffs March 22 at 11.30 Off Rec, King st, Newcastle, Stafford
JONES, MARY, Rugby March 23 at 12 Off Rec, 8, High st, Coventry
KERYON, RICHARD, Blackburn, Coal Dealer March 24 at 11.30 Off Rec, 14, Chapel st, Preston
LACHAU, FLORENCE, Denbigh st, Pimlico, Dressmaker March 23 at 2.30 Bankruptcy bldgs, Carey st
LANGLEY, WILLIAM EDWARD, Fordingbridge, Southampton, Grocer March 23 at 12 Off Rec, City chmbrs, Endless st, Salisbury
LEDSHAM, HERBERT, Chorlton cum Hardy, Manchester, Printer March 23 at 10.30 Off Rec, Byrom st, Manchester
LESTER, JOHN ABLETT, Dover, Tobacconist March 30 at 9.30 Off Rec, 68, Castle st, Canterbury

LOCK, GEORGE WILLIAM, Glastonbury, Grocer March 22 at 12 Off Rec, 26, Baldwin st, Bristol
LUCAS, ALBERT, Osoet, Yorks, Plumber March 22 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury
MORGAN, RICHARD, Aberystwyth, Cardigan, Painter March 23 at 11 Town Hall, Aberystwyth
MOSELEY, THOMAS, Bedford hill, Balham, Commission Agent March 23 at 2.30 Bankruptcy bldgs, Carey st
NAYLOR, JOHN EDWARD, Goodrich rd, East Dulwich, Grocer March 22 at 2.30 Bankruptcy bldgs, Carey st
NEWELL, THOMAS, Longton, Furniture Dealer March 23 at 11.30 Off Rec, King st, Newcastle, Stafford
NEWSOME, ARTHUR, Kirkheaton, nr Huddersfield March 23 at 3 Off Rec, Prudential bldg, New st, Huddersfield
PARRY, WILLIAM GRIFFITHS, Acton Hill March 23 at 3 Off Rec, 14, Bedford row
PHIPPS, GEORGE, Ekington, Derby, Insurance Agent April 7 at 1.30 Angel Hotel, Chesterfield
PHILLIPS, ESSEX REES, Treorchy, Glam, Grocer March 23 at 12 135, High st, Merthyr Tydfil
POPHAM, HARRY, Newport, Mon, Baker March 22 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
PORTER, THOMAS BURGESS, Eaglescliffe Junction, Durham, Blacksmith March 22 at 3 Off Rec, 8, Albert rd, Middlesbrough
PRICE, ARTHUR JOHN, Neath, Glam, Traction Engine Driver March 22 at 12 Off Rec, 31, Alexandra rd, Swansea
RAINBOW, THOMAS, Chalton, Beds, Builder March 23 at 10.45 Court house, Luton
RENNER, JOHN, Pickering, Yorks, Plumber March 24 at 4.30 74, Newborough, Scarborough
RICKHUS, HARRY, New Bedford, Nottingham, Boot Factor March 23 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
ROGERS, WILLIAM, Whitland, Carmarthen, Builder March 23 at 11.45 Off Rec, 4, Queen st, Carmarthen
SALZHOUSE, WILLIAM, Longridge, Lancs, Labourer March 24 at 10.45 Off Rec, 14, Chapel st, Preston
SAXTON, HENRY, Tickhill, Yorks, Farmer March 23 at 12 Off Rec, Figtree inn, Sheffield
SHEPHERD, ROBERT, Elton, Bury, Retail Draper March 23 at 11 19, Exchange st, Bolton
SHIPMAN, JOSEPH ROBINSON, Sunderland, Grocer March 22 at 3 Off Rec, 3, Manor pl, Sunderland
SILVERWOOD, ARTHUR, Barnsley, Waggonette Proprietor March 24 at 10.30 Off Rec, 7, Regent st, Barnsley
SMALL, FRANK EMMET HENRY RICHARD, Lyncroft gdns, Finchley rd March 24 at 11 Bankruptcy bldgs, Carey st
SMEE, FREDERICK FULLER, Clement's inn, Strand, Auctioneer March 24 at 12 Bankruptcy bldgs, Carey st
SMITH, GEORGE, Leeds, Grocer March 22 at 11 Off Rec, 22, Park row, Leeds
SPRACKMAN, THOMAS, Soundwell, Glos, Hay Dealer March 22 at 11.30 Off Rec, 26, Baldwin st, Bristol
TAYLOR, CHARLES, Fish st hill, Restaurant Proprietor March 22 at 2.30 Bankruptcy bldgs, Carey st
TWINING, WILLIAM JAMES, Moseley, Worcester March 23 at 12 191, Corporation st, Birmingham
WALKER, JOSEPH HENRY, Osoet, Rag Merchant March 22 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
WATLING, HENRY POND, Goswell rd, Licensed Victualler March 23 at 11 Bankruptcy bldgs, Carey st
WATTS, HERBERT JAMES, Wembley, Builder March 21 at 12 Off Rec, 14, Bedford row
WERNICK, JOHN WYNN, Stanton Drew, Somerset March 22 at 12.15 Off Rec, 26, Baldwin st, Bristol
WESTON, GEORGE ALFRED, Chapel Bar, Nottingham, Licensed Victualler March 22 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
WIDLAKE, GEORGE HENRY, Bridgwater, Butcher March 22 at 12.30 Off Rec, 26 Baldwin st, Bristol
WILSON, JOSEPH, Gt Milton, Oxford, Licensed Victualler March 22 at 3.30 Off Rec, 1, St Aldates, Oxford

ADJUDICATIONS.

AMBROSE, WILLIAM, Westbourne, Bourne-mouth, Coal Agent Poole Pet Feb 18 Ord March 10
ANDERSON, GEORGE, Hutton le Hole, Newmarket Durham Pet March 9 Ord March 9
ARMSTRONG, FRANCIS STAMPER, Scarborough, Hairdresser Scarborough Pet March 9 Ord March 9
BAILLIE, FRANK WILLIAM, Harleston, Norfolk, Clothier Ipswich Pet March 10 Ord March 10
BING, ARTHUR, Bedford Bedford Pet March 11 Ord March 11
BLAIR, ROBERT, Longlight, Manchester Manufacturer of Iron and Japanned Goods Manchester Pet March 10 Ord March 10
BRADGATE, ALBAN, De Crespigny pk, Camberwell, Surrey, Commercial Traveller High Court Pet March 11 Ord March 11
BRACKLEHURST, JOHN, Walton, Chesterfield, Licensed Victualler Chesterfield Pet March 9 Ord March 9
BUSH, JOHN BIGNOLD, Seven Sisters rd, Holloway, Refreshment Room Keeper High Court Pet Oct 11 Ord March 8
BUTLER, WILLIAM HENRY, Birmingham, Sword Scabbard Maker Birmingham Pet March 4 Ord March 9
CARTE, THOMAS JOHN, Bourneville, Worcester, Auctioneer Birmingham Pet Dec 21 Ord March 9
CLAY, THOMAS, Yarm, Yorks, Publican Stockton on Tees Pet March 10 Ord March 10

COLLINS, WILLIAM, Walthamstow, Stationer High Court Pet March 9 Ord March 9
DERRICOURT, HARRY, Birmingham, Publican Birmingham Pet March 9 Ord March 9
DE TCHTOGAOFF, N, Hutton, Suffolk Cambridge Pet Jan 16 Ord March 10
DOUGLAS, JOHN BRUCE, Farringdon st, Stationer High Court Pet March 10 Ord March 10
ELDER, GEORGE HENRY, Newcastle on Tyne, Shipowner Newcastle on Tyne Pet March 13 Ord March 13
FINCH, JAMES, Standish, Lancs, Collier Wigan Pet March 11 Ord March 11
FISH, ALBERT HENRY, Turnmill st, Clerkenwell High Court Pet March 9 Ord March 9
FLETCHER, JOHN, Walthamstow, Penygraig, Glam, Ostler Pontypridd Pet March 10 Ord March 10
FLETCHER, JOHN WILLIAM, Akroydon, Halifax, Refreshment house Keeper Halifax Pet March 7 Ord March 7
GRIFFITHS, JAMES, Churchfield rd, Acton, Publican's Manager Brentford Pet March 9 Ord March 9
HAMCOCK, JAMES, Combe Martin, Devon, Baker Barnstaple Pet March 10 Ord March 10
HARDMAN, WILLIAM, Warwick st, Pimlico, Jobmaster High Court Pet March 9 Ord March 9
HOWE, GEORGE, Three Crown sq, Borough, Fruit Merchant High Court Pet Feb 23 Ord March 4
HUGHES, DAVID WALTER, Treherbert, Glam, Grocer Pontypridd Pet March 9 Ord March 9
HUNTER, HENRY, West Hartlepool, Plumber Sunderland Pet March 9 Ord March 9
HUNTLEY, WALTER CHARLES, Commercial st High Court Pet Oct 22 Ord March 10
JONES, EDWARD, Holywell, Flint, Cycle Agent Chester Pet March 11 Ord March 11
JONES, MARY, Rugby Coventry Pet March 9 Ord March 9
LARGE, FREDERICK WILLIAM, Fleet st, Advertising Agent High Court Pet March 11 Ord March 11
LEDHAM, HERBERT, Chorlton cum Hardy, Manchester, Printer Manchester Pet Feb 24 Ord March 10
LESTER, JOHN ABLETT, Dover, Tobacconist Canterbury Pet March 9 Ord March 9
LYCOTT, FRANK WILLIAM, Erdington, Warwick, Skin Dealer's Manager Birmingham Pet March 1 Ord March 10
MILLS, EDWARD, Loughborough, Builder Leicester Pet March 9 Ord March 9
MINSKIP, JOHN, Mexborough, Yorks, Greenroofer Sheffield Pet March 9 Ord March 9
MORGAN, RICHARD, Aberystwyth, Painter Aberystwyth Pet March 3 Ord March 11
MORGAN, THOMAS SAMUEL, Llanbithel, Mon, Overman Newport, Mon Pet March 8 Ord March 8
PEACOCK, WALTER WILLIAM, Littleport, Isle of Ely, Cambs, Farmer Cambridge Pet March 8 Ord March 8
POWELL, HOWELL JOHN, Walthamstow, Penygraig, Glam Baker Pontypridd Pet Feb 20 Ord March 9
PRALL, HARRY HORACE, Dymchurch, nr Hythe, Kent, Solicitor Hastings Pet July 14 Ord March 7
PRITCHARD, DAVID, Bangor, Carnarvon, Hairdresser Bangor Pet March 9 Ord March 9
REEMER, JOHN, Pickering, Yorks, Plumber Scarborough Pet March 9 Ord March 9
ROLFE, DAN COWLEY, and HARRY COLE ROLFE, Stony Stratford, Butchers Northampton Pet March 11 Ord March 11
ROMOVITZ, MARKS, Steward st, Brushfield st, Mantle Manufacturer High Court Pet Feb 6 Ord March 9
SALVIDOR, HENRY COLLIFORD, Maiden Bradley, Wilts, Farmer Frome Pet Feb 16 Ord March 11
SEWTHED, ROBERT, Elton, Bury, Lancs, Retail Draper Bolton Pet Feb 15 Ord March 9
SMITH, GEORGE, Leeds, Grocer Leeds Pet March 9 Ord March 9
SMITH, JOHN THOMAS ARNOLD, Folkestone, Fishmonger, Canterbury Pet March 9 Ord March 9
TATE, JOHN, Eversdon, Northampton, Farmer Northampton Pet March 11 Ord March 11
TAYLOR, CHARLES, Fish st hill, Restaurant Proprietor High Court Pet March 7 Ord March 13
THOMAS, HENRY, Telegraph st High Court Pet Jan 3 Ord March 9
VOIR, W J C, Fishponds, Bristol, Ironmonger Bristol Pet Feb 28 Ord March 10
WALKER, JOHN, Wenaston, Suffolk, Farmer Gt Yarmouth Pet March 10 Ord March 10
WERNICK, JOHN WYNN, Stanton Drew, Somerset Wells Pet March 7 Ord March 9

ADJUDICATION ANNULLLED.

SINGLETON, WILLIAM, Bolton, Lancs, Baker Bolton Adjud July 2, 1904 Annual Feb 15

RECEIVING ORDERS.

ALDRIDGE, H, Lewisham, Builder Greenwich Pet Feb 18 Ord March 14
AMOS, FREDERICK, Pontypridd, Butcher Pontypridd Pet Feb 20 Ord March 13
BENSURAN, JACOB SAMUEL LEVY, Chapel st, Milton st, Feather Manufacturer High Court Pet Feb 14 Ord March 14

CASAGRANDA, LOUIS, Barnley, Confectioner Barnley Pet March 13 Ord March 13
 CHARLTON, WILLIAM, Southsea, Greengrocer Portsmouth Pet March 13 Ord March 13
 CHINN, GEORGE SEINE, Gt Bardfield, Essex, Grocer Chelmsford Pet March 13 Ord March 13
 CLARE, EDWIN, Wyndring mans, Maid Vale High Court Pet March 13 Ord March 13
 COCKERILL, EDWARD, Scarborough, Butcher Scarborough Pet March 13 Ord March 13
 CRAIG, WILLIAM, Fleet st, Restaurateur High Court Pet March 14 Ord March 14
 DANIELS, ALBERT EDWARD, Merthyr Tydfil, Refreshment house Keeper Merthyr Tydfil Pet March 15 Ord March 15
 DAVIES, ROWLAND BENJAMIN, JOHN HENRY JAMES, and GRIFFITH JOHN REE, Maesteg, Glam, Colliery Agents Cardiff Pet March 14 Ord March 14
 DENTON, EDMUND BASIL, Farningham, Kent, Hotel Proprietor Rochester Pet March 13 Ord March 13
 DICKINSON, WILLIAM LEDDICOTE, Woodbridge, Suffolk Ipswich Pet March 2 Ord March 14
 FERGUSON, GEORGE DAYDEN, Sedgfield, Durham, Boot Maker Stockton on Tees Pet March 13 Ord March 13
 FEYD, WALTER NASH, Aldersbrook rd, Manor pk, Commercial Traveller High Court Pet March 14 Ord March 14
 GELDER, GEORGE, Leeds, Boot Maker Leeds Pet March 14 Ord March 14
 GODFREY, THOMAS SCRIMSHAW, Dullingham, Cambs, Farmer Cambridge Pet March 13 Ord March 13
 GREEN, WILLIAM SKRINGTON, and ROBERT SKRINGTON GREEN, Nottingham, General Warehousemen Nottingham Pet March 10 Ord March 16
 GREENHALGH, RICHARD KITCHER, Leigh, Lancs, Farmer Bolton Pet Feb 8 Ord March 15
 GREENWELL, WILLIAM EDMUND, Higher Crumpsall, Manchester, Potato Dealer Manchester Pet March 13 Ord March 13
 GUNNING, CHARLES HENRY JAMES, Twerton on Avon, Somerset, Bootmaker Bath Pet March 13 Ord March 13
 HAIGH, FREDERICK ARTHUR, Lancaster, Music Dealer Preston Pet March 13 Ord March 13
 HARRIS, WILLIAM GEORGE, Lonsington, Northumberland, Beer Retailer Middlesbrough Pet March 13 Ord March 13
 HARRIS, FRANK, Chaldon Common, Surrey, Carpenter Croydon Pet Jan 23 Ord March 14
 HEALEY, THOMAS HENRY, Ryde, I of W, Bootmaker Newport Pet March 15 Ord March 15
 HIRST, JOHN, Bingley, Yorks, Solicitor Bradford Pet March 13 Ord March 13
 ISMAIL, JAMES, Cardiff, Fancy Goods Dealer Cardiff Pet March 13 Ord March 13
 JOHNSTON, THOMAS, Houghton, nr Carlisle, Farm Servant Carlisle Pet March 13 Ord March 13
 LAMBERT, RICHARD WILLIAM, Holmwood rd, nr Chesterfield, Miner Sheffield Pet March 15 Ord March 15
 LLOYD, ROBERT, Carnarvon, Watchmaker Bangor Pet March 15 Ord March 15
 LUCRAFT, JOHN, Northam, Southampton, Grocer Southampton Pet March 13 Ord March 13
 LUNTON, DAVID, Iretok, Leicester, Painter Leicester Pet March 14 Ord March 14
 MATTHEWS, EDWARD, Charles st, Hoxton, Printer High Court Pet March 3 Ord March 15
 NETTLETON, WILLIAM HENRY, Leeds, Manufacturer's Agent Leeds Pet March 13 Ord March 13
 NEWPORT, WILLIAM OLIVER, Millfield, Folkestone, Auctioneer Canterbury Pet March 14 Ord March 14
 OTWAY, HAROLD ERNEST CARLTON, Hanway st, Oxford rd, Bedford Pet Feb 23 Ord March 13
 OWEN, RICHARD, Llarnug, Carnarvon, Stonemason Bangor Pet March 15 Ord March 15
 PARRY & CO, ALBERT, Blackburn, Printers Blackburn Pet March 1 Ord March 13
 PEARCE, ARTHUR CHARLES, Canon rd, West Dulwich, Refreshment Caterer High Court Pet March 13 Ord March 13
 PRENTIS, WALTER HENRY, Gt Tower st, Hay Salesman High Court Pet Feb 17 Ord March 15
 PRICE, JOHN WILLIAM, Cardiff, Tailor Cardiff Pet Feb 23 Ord March 14
 ROGERS, FREDERICK, Ryde, I of W, Tailor Newport Pet March 15 Ord March 15
 ROSENHEAD, ELIAS, Leeds Leeds Pet March 14 Ord March 14
 RYAN, STEPHEN, Kyverdale rd, Stamford Hill, Upholsterer High Court Pet Feb 28 Ord March 13
 SKIPPY, JOHN ROBERT, Blackburn, Draper Blackburn Pet March 13 Ord March 13
 SMITH, ROBERT JOHN, Bradford, Saddler Bradford Pet March 15 Ord March 15
 STEPHENS, FREDERICK WILLIAM, Hakin, Milford Haven, Pembroke Dock Pet March 14 Ord March 14
 TAMMIS SYNDICATE, THE, Denman st, Piccadilly circus High Court Pet Jan 4 Ord March 13
 TAYLOR, WILLIAM, Brighton, Estate Agent Brighton Pet Feb 4 Ord March 15
 WALKIN, ANNIE PHILLIPS, Green lanes, Stoke Newington, Proprietress of a School High Court Pet March 14 Ord March 14
 WATKIN, DAVID RICE, Green lanes, Stoke Newington, Bank Cashier High Court Pet March 14 Ord March 14
 WHITBY, NORMAN, Nottingham, Corn Merchant Nottingham Pet March 13 Ord March 13
 WILLIAMS, CHARLES, Worcester, Licensed Victualler Worcester Pet March 14 Ord March 14

FIRST MEETINGS.

AMOS, FREDERICK, Pontypridd, Butcher March 23 at 12 135, High st, Merthyr Tydfil
 ANDREWS, JAMES HILL, Milton, Martock, Somerset, Haulier March 27 at 1 Off Rec, City chambers, Endless st, Salisbury
 BAILLIE, FRANK WILLIAM, Harleston, Norfolk, Clothier April 14 at 8 Off Rec, 36, Princes st, Ipswich

BENJAMIN, JACOB SAMUEL LEVY, Chapel st, Milton st, Feather Manufacturer March 28 at 12 Bankruptcy bldgs, Carey st
 BLAIR, ROBERT, Longsight, Manchester March 25 at 11 Off Rec, Byrom st, Manchester
 BRADGATE, ALBAN, De Crespigny pk, Camberwell, Commercial Traveller March 27 at 1 Bankruptcy bldgs, Carey st
 BROWN, WILLIAM, Roscombe, Bournemouth March 28 at 230 Off Rec
 BULLARD, WILLIAM NATHANIEL, Norwich, Farmer March 27 at 1230 Off Rec, 8, King st, Norwich
 CHARLTON, WILLIAM, Southsea, Greengrocer March 27 at 330 Off Rec, Cambridge junc, High st, Portsmouth
 CLARE, EDWIN, Wyndring mans, Maid Vale March 27 at 11 Bankruptcy bldgs, Carey st
 CRAIG, WILLIAM, Fleet st, Restaurateur March 28 at 11 Bankruptcy bldgs, Carey st
 DENNETT, VINCENT ALFRED, Crewe, Butcher March 31 at 1030 Royal Hot-1, Crewe
 DYMOND, SIMON BARNET, Aberdare, Aberdare March 28 at 12 135, High st, Merthyr Tydfil
 EVANS, DANIEL, Bryone, Solicitor March 23 at 12 135, High st, Merthyr Tydfil
 FINCH, JAMES, Standish, Lincs, Collier March 25 at 11 19, Exchange st, Bolton
 FLETCHER, JOHN, Williamstown, Penryn, Glam, Ostler March 27 at 9 135, High st, Merthyr Tydfil
 FRANCIS, THOMAS, Swanscombe, Licensed Victualler March 28 at 12 Off Rec, 31, Alexandra rd, Swansea
 FEYD, WALTER NASH, Aldersbrook rd, Manor Park, Commercial Traveller March 30 at 13 Bankruptcy bldgs, Carey st
 GELDER, GEORGE, Leeds, Shoemaker March 23 at 12 Off Rec, 23, Park row, Leeds
 GEORGE, ROBERT WILLIAM, Staines, Baker March 28 at 1230 24, Railway app, London Bridge
 GOSLIN, DANIEL GEORGE, Willington, Durham, Hairdresser March 29 at 3 Off Rec, 3, Manor pl, Sunderland
 GREEN, WILLIAM SKRINGTON, and ROBERT SKRINGTON GREEN, Nottingham, General Warehousemen March 27 at 8 Off Rec, 4, Castle pl, Park st, Nottingham
 GREENWELL, WILLIAM EDMUND, Higher Crumpsall, Manchester, Potato Dealer March 25 at 1130 Off Rec, Pyom st, Manchester
 GROOM, VINCENT, Llarnug, Carnarvon, Commission Agent March 27 at 12 Crypt chambers, Eastgate row, Chester
 HAINES, FRANCIS HERBERT, Egham, Licensed Victualler March 23 at 1130 24, Railway app, London Bridge
 HARDIMAN, WILLIAM, Artillery row, Westminster, Jobber March 29 at 12 Bankruptcy bldgs, Carey st
 HERRMAN, ARTHUR THOMAS WHYTE, Prior's House, St James st March 29 at 11 Bankruptcy bldgs, Carey st
 HIRST, JOHN, Bingley, Yorks, Solicitor March 29 at 3 Off Rec, 29, Tyrel st, Bradford
 JOHNSON, EDMAN, Sticney, Lincs, Cottager April 5 at 2 Off Rec, 4 and 6, West st, Boston
 JOHNSTON, THOMAS, Houghton, nr Carlisle, Farm Servant March 27 at 12 Off Rec, 34, Fisher st, Carlisle
 JONES, EDWARD, Holywell, Flint, Crys Agent March 27 at 3 Crypt chambers, Eastgate row, Chester
 LANE, ALEXANDER, Newcastle on Tyne, Surgeon March 27 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
 LARNER, VINCENT HARRISON, Glencoe mans, Brixton rd, Traveller in Wines March 29 at 12 Bankruptcy bldgs, Carey st
 LUCRAFT, JOHN, Northam, Southampton, Grocer March 28 at 3 Off Rec, Midland Bank chambers, High st, Southampton
 MANTON, DAVID, Istok, Leicester, Painter March 27 at 3 Off Rec, 1, Berridge st, Leicester
 MAYO, FREDERICK ALBERT, and THOMAS CHARLES MAYO, Mitcheldean, Glos, Coach Builders March 25 at 12 Off Rec, Station rd, Gloucester
 MILLS, EDWARD, Loughborough, Builder March 27 at 12 Off Rec, 1, Berridge st, Leicester
 MORRIS, THOMAS SAMUEL, Llanhilleth, Mon, Overman March 29 at 11 Off Rec, Westgate chambers, Newport, Mon
 NETTLETON, WILLIAM HENRY, Leeds, Manufacturer's Agent March 28 at 11 Off Rec, 29, Park row, Leeds
 PEARCE, ARTHUR CHARLES, Canon rd, West Dulwich, Refreshment Caterer March 29 at 11 Bankruptcy bldgs, Carey st
 RICHARDSON, JOHN, Penybryn, Wrexham, Confectioner March 27 at 230 Crypt chambers, Eastgate row, Chester
 ROBSON, JOHN ALFRED, New Shildon, Durham, Painter March 29 at 330 Off Rec, Manor pl, Sunderland
 ROLFE, DAN COWLEY, and HARRY COLE ROLFE, Stony Stratford, Butchers March 27 at 1230 Off Rec, Bridge st, Northampton
 ROSENHEAD, ELIAS, Leeds March 28 at 1130 Off Rec, 23, Park row, Leeds
 RYAN, STEPHEN, Kyverdale rd, Stamford Hill, Upholsterer March 29 at 12 Bankruptcy bldgs, Carey st
 SMITH, JOHN THOMAS ARNOLD, Folkestone, Fishmonger March 30 at 9 Off Rec, 68, Castle st, Canterbury
 TAMMIS SYNDICATE, THE, Denman st, Piccadilly circus March 30 at 11 Bankruptcy bldgs, Carey st
 TATE, JOHN, Everdon, Northampton March 27 at 12 Off Rec, Bridge st, Northampton
 WALKER, JOHN, Wenboston, Suffolk, Farmer March 25 at 1230 Off Rec, 8, King st, Norwich
 WATKIN, ANNIE PHILLIPS, Green lanes, Stoke Newington, Proprietress of a School March 27 at 12 Bankruptcy bldgs, Carey st
 WATKIN, DAVID RICE, Green lanes, Stoke Newington, Bank Cashier March 27 at 11 Bankruptcy bldgs, Carey st
 WHITELOCKE, FREDERICK WILLIAM STEPHEN, Nottingham, Coal Merchant March 28 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 WHITFIELD, MARY LURKER, Dowby, Lincs, Farmer March 27 at 12 Angel Hotel, Bourne
 WILLIAMS, CHARLES, Worcester, Licensed Victualler March 25 at 1130 45, Copenhagen st, Worcester
 WILSON, WILLIAM ARTHUR, London rd, King's Lane, Engineer March 25 at 12 Off Rec, 8, King st, Norwich

Amended notice substituted for that published in the London Gazette of

DAVIES, JOSEPH, St Clears, Carmarthen, Licensed Victualler March 25 at 11 Off Rec, 4, Queen st, Carmarthen

ADJUDICATIONS.

ANDREWS, JAMES HILL, Milton, Martock, Somerset, Haulier Yeovil Pet March 10 Pet March 16
 BOWES, EDWARD, Blackpool, D'aper Preston Pet Feb 15 Ord March 13
 BRODRIBB, THOMAS JAMES, Wiston, Bristol Bristol Pet March 10 Ord March 14
 CALDERWOOD, DAVID, Hazelville rd, Hornsey Baker, High Court Pet Feb 16 Ord March 15
 CASAGRANDA, LOUIS, Barnley, Confectioner Barnley Pet March 13 Ord March 13
 CHARLTON, WILLIAM, Southsea, Hants, Greengrocer Portsmouth Pet March 13 Ord March 13
 CHINN, GEORGE SEINE, Gt Bardfield, Essex, Grocer Chelmsford Pet March 13 Ord March 13
 CLARE, EDWIN, Wyndring mans, Maid Vale High Court Pet March 14 Ord March 14
 COCKERILL, EDWARD, Scarborough, Butcher Scarborough Pet March 15 Ord March 15
 CRAIG, WILLIAM, Fleet st, Restaurateur High Court Pet March 14 Ord March 14
 DANIELS, ALBERT EDWARD, Merthyr Tydfil, Refreshment house Keeper Merthyr Tydfil Pet March 15 Ord March 15
 DAVIES, ROWLAND BENJAMIN, JOHN HENRY JAMES, and GRIFFITH JOHN REE, Maesteg, Glam, Colliery Agents Cardiff Pet March 14 Ord March 14
 DENTON, EDMUND BASIL, Farningham, Hotel Proprietor Rochester Pet March 13 Ord March 13
 EDWARDS, JOSEPH ALBERT, Bristol, Marble Mason Bristol Pet March 7 Ord March 14
 FERGUSON, GEORGE DAYDEN, Sedgfield, Durham, Boot Maker Stockton on Tees Pet March 13 Ord March 13
 FEYD, WALTER NASH, Aldersbrook rd, Manor Park, Commercial Traveller High Court Pet March 14 Ord March 14
 GELDER, GEORGE, Leeds, Boot Maker Leeds Pet March 14 Ord March 14
 GODFREY, THOMAS SCRIMSHAW, Dullingham, Cambs, Farmer Cambridge Pet March 13 Ord March 13
 GRAY, ALFRED HORATIO, Haldon rd, Wandsworth Wandsworth Pet Jan 14 Ord March 14
 GREEN, WILLIAM SKRINGTON, and ROBERT SKRINGTON GREEN, Nottingham, General Warehousemen Nottingham Pet March 10 Ord March 16
 GREENWELL, WILLIAM EDMUND, Higher Crumpsall, Manchester, Potato Dealer Manchester Pet March 13 Ord March 13
 GUNNING, CHARLES HENRY JAMES, Twerton on Avon, Somerset, Bootmaker Bath Pet March 13 Ord March 13
 HAIGH, FREDERICK ARTHUR, Lancaster, Music Dealer Preston Pet March 13 Ord March 13



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HAMMOND, ALFRED, Leicester, Hat Manufacturer Leicester
Pet Feb 6 Ord March 15
HARPER, WILLIAM GEORGE, Leamington, Northumberland,
Beer Retailer Middlesbrough Pet March 15 Ord
March 15
HEALEY, THOMAS HENRY, Ryde, I of W, Bootmaker New-
port and Ryde Pet March 15 Ord March 15
HIBERT, JOHN, Bingley, Yorks, Solicitor Bradford Pet
March 15 Ord March 13
HODGSON, GEORGE HARRIS, Northampton Northampton
Pet Dec 31 Ord March 14
JOHNSTON, THOMAS, Boughton, nr Carlisle, Farm Servant
Carlisle Pet March 13 Ord March 13
LAMBERT, EDWARD WILLIAM, Holmeswood, nr Chesterfield,
Miner Sheffield Pet March 15 Ord March 15
LLOYD, ROBERT, Carnarvon, Watchmaker Bangor Pet
March 15 Ord March 15
LOCK, GEORGE WILLIAM, Glastonbury, Somerset, Grocer
Wells Pet Feb 21 Ord March 13
LUGDAFT, JOHN, Northam, Southampton, Grocer South-
ampton Pet March 13 Ord March 13
MANTON, DAVID, Btcock, Leicester, Painter Leicester
Pet March 14 Ord March 14
NETTLETON, WILLIAM HENRY, Leeds, Manufacturers' Agent
Leeds Pet March 13 Ord March 13
NEWPORT, WILLIAM OLIVER, Folkestone, Auctioneer Canter-
bury Pet March 14 Ord March 14
OVEN, RICHARD, Etail Bach, Caethraw, Llanrug, Carnarvon,
Stonemason Bangor Pet March 15 Ord March 15
PACOCK, HERBERT CHARLES, Bristol, Boot Manufacturer
Bristol Pet Feb 23 Ord March 14
PEARCE, ARTHUR CHARLES, Canor rd, West Dulwich,
Refreshment Caterer High Court Pet March 13 Ord
March 13
RAMSEY, GEORGE, Widnes, Painter Liverpool Pet Feb 25
Ord March 13
RIMMER, HARLEN PEDER, Southport Liverpool Pet Feb 7
Ord March 13
ROOPE, FREDERICK, Ryde, I of W, Tailor Newport Pet
March 15 Ord March 15
ROSENHEAD, ELIAS, Leeds Leeds Pet March 14 Ord
March 14
SHACKLETON, HENRY THOMAS, Luton, Hat Tip Manu-
facturer Luton Pet Feb 8 Ord March 14
SILVERWOOD, ARTHUR, Barnsley, Wagonette Proprietor
Barnsley Pet Jan 27 Ord March 15
SKIPNEY, JOHN ROBERT, Blackburn, Draper Blackburn
Pet March 13 Ord March 13
SMITH, ROBERT JOHN, Bradford, Saddler Bradford Pet
March 15 Ord March 15
STEVENS, FREDERICK WILLIAM, Hakin, Milford Haven,
Pembroke Dock Pet March 14 Ord March 14
WATKIN, ANNIE PHILLIPS, Green Jans, Stoke Newington,
Proprietress of a School High Court Pet March 14
Ord March 14
WATKIN, DAVID RICE, Green Jans, Stoke Newington, Bank
Casher High Court Pet March 14 Ord March 14
WATTS, HERBERT JAMES, Wembley, Builder St Albans
Pet Feb 14 Ord March 10
WHITBY, NORMAN, Leaton, Nottingham, Corn Merchant
Nottingham Pet March 13 Ord March 13
WILLIAMS, CHARLES, Worcester, Licensed Victualler
Worcester Pet March 14 Ord March 14
WILSON, HORNER, Higher Broughton, nr Manchester Com-
mission Agent Salford Pet Dec 14 Ord March 13

London Gazette.—TUESDAY, March 21.

RECEIVING ORDERS.

BARKER, HERMAN EDGAR, Millwood, Todmorden, Cycle
Maker Burnley Pet March 18 Ord March 18
BAXTER, FREDERICK CHARLES, Fritchville gds, Shep-
herd's Bush, Hoxier High Court Pet March 18 Ord
March 18
BIRCH, RONALD LIONEL PERCY, Colchester Colchester Pet
Feb 22 Ord March 15
BLAKEMORE, BEN ROBERT, Leeds, Mechanic Leeds Pet
March 15 Ord March 15
BROSBORN, SARAH, Nottingham, Bedding Manufacturer
Nottingham Pet March 18 Ord March 16
CLARKE, WILLOUGHBY JOHN GEORGE, Oadby, Leicester,
Boot Manufacturer Leicester Pet March 16 Ord
March 16
COLE, JOSEPH ALBERT, Dudley, Worcester, Commercial
Traveller Dudley Pet March 16 Ord March 16
COOPER, THOMAS, Luton, Hat Manufacturer Luton Pet
March 17 Ord March 17
COMBICK, EDWARD, Seaford, Sussex, Cab Driver Lewes
Pet March 16 Ord March 16
CRAWSHAW, ALBERT, Chorlton cum Hardy, Lancs, Carpet
Dealer Manchester Pet March 16 Ord March 16
DAVIES, DAVID, Llangadock, Carmarthen, Farmer Car-
marthen Pet March 16 Ord March 16
DAVIES, SAMUEL, Landore, Swansea, Millworker Swansea
Pet March 16 Ord March 16
FAULKNER, CHARLES HERBERT, Gt Yarmouth, Coal Mer-
chant Gt Yarmouth Pet March 17 Ord March 17
FIELD, GEORGE PURDEY, Wimpole st, Surgeon High Court
Pet March 17 Ord March 17
GRIFFITHS, HENRY, Clud, Galop, Carrier Leominster Pet
March 18 Ord March 18
GROSE, SARAH ANN, Sheffield, Furniture Dealer Sheffield
Pet Feb 27 Ord March 16
HESTER, FREDERICK, Carvey Island, Essex, Land Agent
Chelmsford Pet Feb 3 Ord March 16
HITCHCOCK, HENRY, Whiteley rd, Gipsy Hill, Stonemason
High Court Pet March 16 Ord March 16

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Sidney Harrison, Esq., J.P. Sir Phillip Kington.
Wilberforce Bryant, Esq. Miss A. de Rothschild.
A. MacKenzie, Esq., &c., &c.

HOLMES, EDWIN, Northampton, Draper Northampton Pet
March 1 Ord March 18
HUGHES, HUGH, Brynnydd, Llanidan, Anglesey, Coal
Dealer Bangor Pet March 16 Ord March 16
HUMPHREY, JOHN WILLIAM, King's Lyne, Commercial
Traveller King's Lyne Pet March 16 Ord March 16
JAMES, WALTER, Holmes, Rotherham, Yorks, Fried Fish
Dealer Sheffield Pet March 17 Ord March 17
JONES, EVAN, Llanfairfechan, Carnarvon, Insurance Agent
Bangor Pet March 16 Ord March 16
KEMPINSKI, MAX, Commercial rd, Clothier High Court
Pet Dec 19 Ord March 15
KENT, STEPHEN, Accoles Green, Yardley, Worcester, Builder
Birmingham Pet March 16 Ord March 16
MARSHALL, JAMES, King's Heath, Worcester, Builder
Birmingham Pet March 1 Ord March 16
MICKLETHWAITE, ISAAC, Wakefield, Carting Contractor
Wakefield Pet March 15 Ord March 18
MORROW, ELIZABETH, Landilly, Fruiterer Carnarthen
Pet March 17 Ord March 17
OLIVER, FREDERICK, Basingstoke, Coachbuilder
Winchester Pet March 16 Ord March 16
OWEN, JOHN, Cardo, Montgomery, Tailor Newtown Pet
March 17 Ord March 17
PARKES, GEORGE, Finchingle's d, Essex, Fair Bailiff
Cambridge Pet March 17 Ord March 17
RANLEY, JOHN FRANK, Ryde, I of W, Fruiterer Newport
Pet March 16 Ord March 16
RAWSON, EDWIN ELWORTH, Leeds, Leg Merchant Leeds
Pet Feb 22 Ord March 15
RAY, WILLIAM HENRY, Liverpool, Leather Dealer Liver-
pool Pet Feb 13 Ord March 17
RAYNS, FRANK WILLIAM TRINGHAM, Leicester, Fruiterer
Leicester Pet March 17 Ord March 17
REES, THOMAS, Llanelly, Draper Carmarthen Pet March
18 Ord March 18
ROBERTS, JOSEPH, Walsall, House Furnisher Walsall Pet
Feb 25 Ord March 15
ROBINSON, C.M., Malcombe Regis, Dorset, Engineer Dor-
chester Pet Feb 18 Ord March 18
ROSEBERG, MONTIE, St James' mans, West End in High
Court Pet Jan 24 Ord March 16
SELBACH, OSCAR CHARLES, Gt Russell st, Motor Car Con-
structor High Court Pet Feb 13 Ord March 16
SHOWDON, MATTHEW HENRY, Kirbymoorside, North Riding,
Yorks, Draper Northallerton Pet March 17 Ord
March 17
SPRIGHT, ROBERT, Bradford, Draper B. adford Pet March
18 Ord March 18
STROUD, GEORGE, Euston sq, St Pancras High Court Pet
Feb 24 Ord March 16
THOMAS, FRANK, Hastings, Fruiterer Hastings Pet March
17 Ord March 17
TUCKETT, EMMA ISABEL, Ilminster, Somerset, Teacher of
Music Taunton Pet March 18 Ord March 18
WALKER, ROBERT BARRIE, Merthyr Tydfil, Draper Merthyr
Tydfil Pet March 17 Ord March 17
WATKINS, SIDNEY, Westbury on Severn, Glos, Carpenter
Glos. d. Pet M. rch 15 Ord March 18
WILSON, CHARLES, Atherton, Lancs, Assistant Assurance
Superintendent Bolton Pet March 16 Ord March 16
WOOD, JAMES, Barnsley, Chemist Barnsley Pet Feb 16
Ord March 16

FIRST MEETINGS.

ADDISON, JOHN HENRY, Sheffield, Confectioner March 29
at 12 Off Rec, Figtree ln, Sheffield

ANDERSON, GEORGE, Hetton le Hole, Durham, Newsagent
March 30 at 3 Off Rec, 3, Manor pl, Sunderland

ASHFORD, GEORGE DALES, Ten Acres, Strichley, Worcester
Coal Dealer March 23 at 11 Ruskin chmbrs, 191,
Corporation st, Birmingham

BAINBRIDGE, FRANCIS, Scotforth, Lancs, Farmer March 30
at 11 Off Rec, 14, Chapel st, Preston

BAKER, ROBERT, Paignton, Devon, Builder March 29 at
11 Off Rec, 6, Atheneum ter, Plymouth

BAKER, FREDERICK CHARLES, Fritchville gds, Shepherd's
Bush, Hoxier March 31 at 11 Bankruptcy bldgs, Carey st

BELL, ANDREW, Merthyr Tydfil, Draper March 30 at 12
135, High st, Merthyr Tydfil

BERNTHAL, JAMES, Woking, Boot Factor March 30 at 11.30
24, Railway app, London Bridge

BING, ANNIE, Bedford March 29 at 12.15 Off Rec, Bridge
st, Northampton

BLAKEMORE, BEN ROBERT, Leeds, Mechanic March 29 at 11
Off Rec, 22, Park row, Leeds

BRODRIB, THOMAS JAMES, Bishopston, Bristol March 29
at 11.30 Off Rec, 26, Baldwin st, Bristol

BUTLER, WILLIAM HENRY, Birmingham, Sword Sabard
Maker March 31 at 11 Ruskin chmbrs, 191, Cor-
poration st, Birmingham

BUDD, ARTHUR, Wednesfield, Brass Caster April 3 at 11
Off Rec, Wolverhampton

CARRAGRADA, LOUIS, Barnsley, Confectioner March 29
at 10.15 Off Rec, 7, Regent st, Barnsley

CLARKE, WILLOUGHBY JOHN GEORGE, Oadby, Leicester, Boot
Manufacturer March 29 Off Rec, 1, Derridge st,
Leicester

COCKRELL, EDWARD, Scarborough, Butcher March 29 at 4
74, Newborough, Scarborough

CORSTICK, EDWARD, Seaford Sussex, Cab Driver April 5
at 11 County Cou't Office, High st, Lewes

DANIELS, ALBERT EDWARD, Merthyr Tydfil, Refreshment
House Keeper April 4 at 12 133, High st, Merthyr
Tydfil

DENTON, EDMUND BAILL, Farnhamham, Hotel Proprietor
April 3 at 11.30 118, High st, Rochester

ETCHES, RICHARD DOD, Liverpool, Licensed Victualler
March 29 at 12 Off Rec, 35, Victoria st, Liverpool

FIELD, GEORGE PURDEY, Wimpole st, Surgeon March 30
at 1 Bankruptcy bldgs, Carey st

GLENCROSS, JOHN WILLIAM CRAWLEY OSBLOW, Alderhot
March 29 at 11.30 24, Railway app, London Bridge

GUNNING, CHARLES HENRY JAMES, Brougham Hayes,
Twicken on Avon, Somerset, Bootmaker March 29 at
11.45 Off Rec, 26, Baldwin st, Bristol

HARCOCK, JAMES, Corbie Martin, Devon, Baker March 30
at 12.15 24, High st, Barnsley

HARPER, WILLIAM GEORGE, Leamington, Northumberland,
Beer Retailer March 31 at 12.30 Off Rec, 8, Albert
rd, Middlesbrough

HEALEY, THOMAS HENRY, Ryde, I of W, Bootmaker April
10 at 2.30 Yell's Hotel, Union st, Ryde, I of W

HUNTER, FREDERICK, Fenchurch st, Land Agent March 29
at 2.30 Bankruptcy bldgs, Carey st

HITCHCOCK, HENRY, Whiteley rd, Gipsy Hill, Stonemason
March 31 at 2.30 Bankruptcy bldgs, Carey st

HOLLAND, MATTHEW JAMES, Marple, Hunsot, Derby,
Grocer's Assistant March 29 at 11 Off Rec, 47, Full st,
Derby

HOLMES, WILLIAM, Derby, Labourer March 29 at 12 Off
Rec, 47, Full st, Derby

HUGHES, DAVID WALTER, Treherbert, Glam, Grocer April 3 at 3 135, High st, Merthyr Tydfil
 JONES, ROBERT, Accrington, Collier March 30 at 11.15 Off Rec, 14, Chapel st, Preston
 LYCETT, FRANCIS WILLIAM, Edington, Warwick, Skin Dealer's Manager March 30 at 11 Ruskin chmbrs, 191, Corporation st, Birmingham
 LARGO, FREDERICK WILLIAM, Richmond rd, Bayswater, Advertising Agent April 28 at 11 Bankruptcy bldg, Carey st
 MATTHEWS, EDWARD, Charles sq, Hoxton, Printer March 31 at 11 Bankruptcy bldg, Carey st
 MILLS, HENRY, Wallall, Photograph Agent April 3 at 12 Off Rec, Wolverhampton
 MINSKIE, JOHN, Mexborough, Yorks, Greengrocer March 29 at 12.30 Off Rec, Figtree ln, Sheffield
 MOSE, WALTER JONES, Crynant, nr Neath, Builder March 31 at 12 Off Rec, 31, Alexandra rd, Swansea
 OLIVER, PERCY FREDERICK, Basingstoke, Coachbuilder March 31 at 3 Off Rec
 PRACK, HERBERT CHARLES, Bristol, Boot Manufacturer March 29 at 12 Off Rec, 23, Baldwin st, Bristol
 POWELL, HOWELL JOHN, Penygraig, Glam, Baker March 31 at 12 135, High st, Merthyr Tydfil
 RASHLEY, JOHN FRANK, Ryde, I of W, Fruiterer April 10 at 2.45 Yelf's Hotel, Union st, Ryde, I of W
 RAWSON, EDWIN ELISWORTH, Leeds, Rag Merchant March 29 at 12 Off Rec, 22, Park row, Leeds
 RAYNS, FRANK WILLIAM TERINGHAM, Leicester, Fruiterer March 29 at 12 Off Rec, 1, Berridge st, Leicester
 ROGERS, FREDERICK, Ryde, I of W, Tailor April 10 at 2 Yelf's Hotel, Union st, Ryde, I of W
 SMITH, ROBERT JOHN, Bradford, Saddler March 29 at 3.30 Off Rec, 29, Tyndal st, Bradford
 STORRY, FRANCIS AUGUSTUS, Brierfield, Lancs, Chemist March 31 at 11.30 Court house, Burnley
 TAYLOR, WILLIAM, Brighton, Estate Agent April 6 at 3 Off Rec, Pavilion bldg, Brighton
 THOMAS, FRANK, Hastings, Fruiterer April 4 at 3 County Court Office, 24, Cambridge rd, Hastings
 WRIGHT, ARTHUR AMBROSE, South Shore, Blackpool, Commercial Traveller March 31 at 3.50 Off Rec, 14, Chapel st, Preston
 WHITBY, NORMAN, Lenton, Nottingham, Cdn Merchant March 31 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 WILLS, EDWIN ERNEST, Sunnyside, Littleport, Cambs, Physician March 29 at 2.30 Sunnyside, Littleport
 WILSON, CHARLES, Atherton, Lancs, Assistant Insurance Superintendent March 30 at 3 19, Exchange st, Bolton
 WOODWARD, CHARLES HENRY, Wolverhampton, Vendor of Cycles April 3 at 11.30 Off Rec, Wolverhampton

Amended notice substituted for that published in the London Gazette of March 17:

GREEN, WILLIAM SKEAVINGTON, and ROBERT SKEAVINGTON GREEN, Nottingham, General Warehousemen March 27 at 3 County Court House, 8, Peter's gate, Nottingham

ADJUDICATIONS.

ANOS, FREDERICK, Pontypridd, Butcher Pontypridd Pet Feb 20 Ord March 15
 BARKER, HERMAN EDGAR, Todmorden, Cycle Maker Burnley Pet March 16 Ord March 16
 BERNTHAL, JAMES, Woking, Boot Factor Guildford Pet March 10 Ord March 16
 BLAKENEY, BEN ROBERT, Leeds, Mechanic Leeds Pet March 15 Ord March 15
 BROBSON, SARAH, Nottingham, Bedding Manufacturer Nottingham Pet March 16 Ord March 16
 BULLARD, WILLIAM NATHANIEL, Norwich, Farmer Norwich Pet Feb 22 Ord March 18
 CLARKE, WILLOUGHBY JOHN GEORGE, Oadby, Leicester, Boot Manufacturer Leicester Pet March 16 Ord March 16
 COLE, JOSEPH ALBERT, Dudley, Worcester, Commercial Traveller Dudley Pet March 16 Ord March 16
 COOPER, THOMAS, Luton, Hat Manufacturer Luton Pet March 17 Ord March 17
 COSTICK, EDWARD, Seaford, Sussex, Cab Driver Lewes Pet March 16 Ord March 16
 CRAWSHAW, ALBERT, Chorlton cum Hardy, Lancs, Carpet Dealer Manchester Pet March 16 Ord March 16
 DAVIES, DAVID, Llangadock, Carmarthen, Farmer Carmarthen Pet March 16 Ord March 16
 DAVIES, SAMUEL, Llandore, Swansea, Millworker Swansea Pet March 16 Ord March 16
 FAULKNER, CHARLES HERBERT, Southdown, Yarmouth, Coal Merchant Gt Yarmouth Pet March 17 Ord March 17
 FIELD, GEORGE PURDEY, Wimpole st, Surgeon High Court Pet March 17 Ord March 17
 GLENCHES, JOHN WILLIAM CRANLEY ONSLOW, Aldershot Guildford Pet Jan 30 Ord March 16
 GREENFIELD, TOM, Chester le Street, Durham Durham Pet March 17 Ord March 17
 GRIFFITHS, HERBERT, Clud, Salop, Carrier Leominster Pet March 18 Ord March 18
 HENSHAW, ARTHUR THOMAS WYTHE, Priors house, St James' st High Court Pet Feb 11 Ord March 17
 HUGHES, HUGH, Brynecylyn, Llanidan, Anglesey, Coal Dealer Bangor Pet March 18 Ord March 18
 HUMPHREY, JOHN WILLIAM, KING'S LYNN, Commercial Traveller King's Lynn Pet March 16 Ord March 16
 HUNTER, CLAUDE ERNEST, King's rd, Carden Town, Licensed Victualler High Court Pet Jan 16 Ord March 17
 ISRAEL, JAMES, Cardiff, Fancy Goods Dealer Cardiff Pet March 13 Ord March 13
 JAMES, WALTER, Holmes, Rotherham, Fried Fish Dealer Sheffield Pet March 17 Ord March 17
 JONES, EVAN, Llanfairfechan, Carnarvon, Insurance Agent Bangor Pet March 18 Ord March 18

KENT, STEPHEN, Acocks Green, Yardley, Worcester, Builder Birmingham Pet March 16 Ord March 17
 LAWE, ALEXANDER, Newcastle on Tyne, Surgeon Newcastle on Tyne Pet Feb 22 Ord March 16
 MARSHALL, JAMES, King's Heath, Worcester, Builder Birmingham Pet March 16 Ord March 16
 MICKLETHWAITE, ISAAC, Wakefield, Carting Contractor Wakefield Pet March 18 Ord March 18
 MORGAN, ELIZABETH, Llanelly, Fruiterer Carmarthen Pet March 17 Ord March 17
 OLIVER, PERCY FREDERICK, Basingstoke, Coachbuilder Winchester Pet March 16 Ord March 16
 PARRY, ALBERT, SARAH PARRY, JOHN HOWARTH, ANNIE LOUISA HOWARTH, GEORGE WHITFIELD, JOSEPH WILLIAM BAXTER, and SUSAN BAXTER, Whalley Banks, Blackburn, Printers Blackburn Pet March 1 Ord March 17
 PERKINS, GEORGE, Finchingsfield, Essex, Farm Bailiff Cambridge Pet March 17 Ord March 17
 PRICE, JOHN WILLIAM, Cardiff, Tailor Cardiff Pet Feb 25 Ord March 18
 RASHLEY, JOHN FRANK, Ryde, I of W, Fruiterer Newport Pet March 18 Ord March 16
 RAYNS, FRANK WILLIAM TERINGHAM, Leicester, Fruiterer Leicester Pet March 17 Ord March 17
 SHOWDON, MATTHEW HENRY, Kirbymoorside, North Riding, Yorks, Draper Northallerton Pet March 17 Ord March 17
 SPEIGHT, ROBERT, Bradford, Draper Bradford Pet March 18 Ord March 18
 SPACKMAN, THOMAS, Soundwell, Glos, Hay Dealer Bristol Pet March 7 Ord March 16
 TAYLOR, WILLIAM, Old Steine, Brighton, Estate Agent Brighton Pet Feb 4 Ord March 16
 THOMAS, FRANK, Hastings, Fruiterer Hastings Pet March 17 Ord March 17
 THRING, JOHN HUNTLEY, Victoria st High Court Pet Feb 21 Ord March 13
 TOCKETT, EMMA ISABEL, Ilminster, Somerset, Teacher of Music Taunton Pet March 18 Ord March 18
 WATKINS, SIDNEY, Westbury on Severn, Glos, Carpenter Gloucester Pet March 18 Ord March 18
 WATLING, HENRY POND, Goswell rd, Licensed Victualler High Court Pet Feb 17 Ord March 17
 WILSON, CHARLES, Atherton, Lancs, Assistant Insurance Superintendent Bolton Pet March 16 Ord March 16
 WOOD, JAMES, Barnsley, Chemist Barnsley Pet March 16 Ord March 16

ADJUDICATION ANNULED.

WHITEHEAD, HARRY, Barton rd, Stretford, Sheet Metal Worker Manchester Adjud July 14, 1900 Annual March 13, 1905

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The appointments fixed for 1905 are as follows:—
 Thursday, April 6.
 Thursday, April 20.
 Thursday, May 4.
 Thursday, May 18.
 Thursday, June 1.
 Thursday, June 15.
 Thursday, July 6.
 Thursday, July 20.
 Thursday, August 3.
 Offices, 6, Poultry, London, E.C. Telegrams, "Invariably, London." Tel. Nos. 999 Bank, and 8839 Central.

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MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS are held at the Mart, Tokenhouse-yard, E.C., on the first and third Wednesdays in every month throughout the year.

The dates fixed for 1905 are as follows:—

Wednesday, April 5.	Wednesday, August 16.
Wednesday, April 19.	Wednesday, Sept. 6.
Wednesday, May 3.	Wednesday, Sept. 20.
Wednesday, May 17.	Wednesday, Oct. 4.
Wednesday, June 7.	Wednesday, Oct. 18.
Wednesday, June 21.	Wednesday, Nov. 1.
Wednesday, July 5.	Wednesday, Nov. 16.
Wednesday, July 19.	Wednesday, Dec. 6.
Wednesday, August 2.	Wednesday, Dec. 20.

Vendors, solicitors, and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C. Telegrams: "Invariably, London." Tel. Nos. 999 Bank, and 8839 Central.

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